322.

SUPREME COURT OF THE UNITED STATES.

No. 37.

JAMES GREENLEAF, PLAINTIFF IN ERROR,

VERSUS

JAMES BIRTH.

IN ERROR TO THE CIRCUIT COURT OF THE U. S. FOR ALEXANDRIA, D. C.

INDEX.

	Original.	Print.
Citation and service	1	2
Bond	3	2
Writ of error	4	3
Transcript of record of circuit court for the county of Washington, "Greenleaf vs. Birth	5	3
Nar. in ejectment	5	4
Notice	6	4
Defendant's appearance	7	5
General issue	8	6
Venue changed	9	6
Order of survey	9	6
Declaration amended	11	7
Verdict and judgment	12	8
Plaintiff's 1st bill of exceptions	12	8
Do. 2d do	13	9
No. 1. Patent—State of Maryland to John Langworth	14	9
2. Deed—Forrest and Stoddart to Greenleaf	16	11
3. Deed—Greenleaf to Morris and Nicholson	24	15
4. Insolvent record from Maryland	32	20
5. Record of the insolvency of James Greenleaf—Pennsylvania	33	20
Agreement of counsel	54	37
Clerk's certificate	54	37

DISTRICT OF COLUMBIA, to wit:—*To James Birth, greeting:*

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, being the present seat of the National Government, on the 2d Monday in January next, pursuant to a writ of error filed in the Clerk's office of the United States' circuit court of the District of Columbia, for the county of Alexandria, wherein John Doe, lessee of James Greenleaf and others, is plaintiff, and James Birth is defendant, to shew cause, if any there be, why the judgment rendered against the said John Doe, lessee of the said James Greenleaf and others, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the Honorable John Marshall, Chief Justice of the United States, this 12th day of December, 1829.

J. S. MORSELL,
Ass't. Judge Cir. Ct. D. C.

WASHINGTON COUNTY, D. C. to wit:—*John Doe, lessee of James Greenleaf and others, vs. James Birth.*

Personally appeared before me, the subscriber, one of the justices of the peace for the county aforesaid, Edward P. Cranch, and made oath that, on the fourteenth day of December, in the year of our Lord one thousand eight hundred and twenty-nine, he delivered to James Birth, the defendant in the cause aforesaid, a duplicate of the within citation. Given under my hand this fifteenth day of December, in the year of our Lord one thousand eight hundred and twenty-nine.

D. A. HALL, *J. P.*

Know all men by these presents, that we, James Greenleaf and William Brent, are held and firmly bound unto James Birth, in the full and just sum of two hundred dollars; to the payment whereof well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 12th day of December, 1829.

The condition of the above obligation is such, that whereas James Birth, late at an United States' circuit court of the District of Columbia, for the county of Alexandria, by the judgment of the said court, on the 8th day of December, 1829, recovered against the above bound James Greenleaf, lessor of John Doe, the sum of being the amount of his costs for his defence in an action of ejectment, and the said James Greenleaf having obtained a writ of error, and filed a copy thereof in the Clerk's office of the said circuit court of the District of Columbia, for the county of Alexandria, to reverse the judgment in the aforesaid suit, and the Honorable James S. Morsell, assistant judge of the circuit court of the District of Columbia, having signed a citation on the above mentioned writ of error, directed to the said James Birth, admonishing him to be and appear before the Supreme Court of the United States, to be holden at Washington, being the present seat of the National Government, on the second Monday in January next:

Now if the said James Greenleaf, the plaintiff in error, shall prosecute his writ to effect, and answer all damages and costs if he shall fail to make

323.

his plea good, then the above obligation to be void, or else to remain in full force, power and virtue.

JAMES GREENLEAF, [SEAL.]
WM. BRENT, [SEAL.]

Sealed and delivered in presence of
WM. CRANCH.

Approved:

J. S. MORSELL,
Ass't Judge Cir. Ct. D. C.

UNITED STATES OF AMERICA, DISTRICT OF COLUMBIA, to wit:—*The President of the United States of America, to the Judges of the United States' circuit court of the District of Columbia, greeting:*

Because in the record and proceedings, and also the rendering of the judgment of a plea which is in the said court for the county of Alexandria, before you or some of you, between John Doe, lessee of James Greenleaf and others, plaintiff, and James Birth, defendant, in a plea of trespass and ejectment, manifest error hath happened, to the great damage of the said John Doe, lessee of James Greenleaf and others, as by his complaint appears, and we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done the parties aforesaid in this behalf, do command you, if judgment be therein given, that then, under your seal, distinctly and openly, you send the record and proceedings, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, in the District of Columbia, being the present seat of the National Government, on the second Monday in January next, that the record and proceedings aforesaid being seen and inspected, the said Supreme Court may cause further to be done therein, what of right and according to the laws and customs of the United States should be done.

Witness the Honorable John Marshall, Chief Justice of the United States, this day of eighteen hundred and

EDM. I. LEE, *Clk.*

DISTRICT OF COLUMBIA, to wit:—*Pleas before the Honorable the Judges of the United States' circuit court of the District of Columbia, for the county of Alexandria, at the court house in the town of Alexandria, the 8th day of December, A. D.* 1820.

JAMES GREENLEAF'S LESSEE, plaintiff, *against* JAMES BIRTH, defendant.

Be it remembered, that heretofore, to wit, that at a court continued and held for the district and county aforesaid, the 2d day of June, 1820, came the plaintiff, James Greenleaf, by Benjamin L. Lear, Esq., his attorney, and filed there the following transcript of the proceedings of the said court, for the county of Washington.

DISTRICT OF COLUMBIA, to wit:

At a circuit court of the District of Columbia, begun and held in and for the county of Washington, in the city of Washington, on the first Monday of June, being the first day of the same month, in the year of our Lord one thousand eight hundred and eighteen.

JAMES GREENLEAF'S LESSEE *vs.* JAMES BIRTH.

Be it remembered, that heretofore, to wit, on the twenty-eighth day of May, in the year of our Lord one thousand eight hundred and eighteen, the said James Greenleaf, by Benjamin L. Lear, Esq., his attorney, filed in court here a declaration in the words and figures following, to wit:

DISTRICT OF COLUMBIA, WASHINGTON COUNTY, set

GREENLEAF'S LESSEE, *vs.* JAMES BIRTH. } *Ejectment Narra.*

Richard Roe was attached to answer John Doe in a plea wherefore he, the said Richard Roe, with force and arms, and against the peace of the United States, entered into a certain wooden messuage, situated on the Pennsylvania Avenue, in the City of Washington, District of Columbia, and on the eastern part of lot number seventeen, in square number seventy-five, as the same is distinguished on the plat of the said city, together with the part or portion of said lot to the said messuage appertaining, with the appurtenances thereof, which James Greenleaf had demised to the said John Doe for a term which is not yet expired, and ejected him from his said farm, and other wrongs to the said John Doe there did, to the great damage of the said John Doe, and against the peace of the United States; and thereupon the said John Doe, by B. L. Lear, his attorney, complains that whereas the said James Greenleaf, on the twenty-sixth day of May, in the year eighteen hundred and eighteen, at the county aforesaid, had demised the said premises, with the appurtenances, to the said John Doe; to have and to hold the same to the said John Doe and his assigns, from the twenty-fifth day of May, in the year aforesaid, for and during, and unto the full end and term of seven years thence next ensuing, by virtue of which said demise, the said John Doe entered into the premises, and became and was thereof possessed, for the said term so to him thereof granted as aforesaid; and the said John Doe being thereof possessed, the said Richard Roe, afterwards, to wit, on the twenty-seventh day of May, in the year aforesaid, with force and arms, &c. entered into the premises in which the said John Doe was so interested in the manner and for the term aforesaid, which is not yet expired, and ejected him, the said John Doe, out of his said farm, and other wrongs to the said John Doe then and there did, to the great damage of the said John Doe, against the peace of the United States: wherefore, the said John Doe saith he is injured, and hath sustained damage to the value of fifty dollars, and therefore he brings suit, and so forth.

B. L. LEAR, *for plaintiff.*

TWEEDLEDUM, TWEEDLEDEE, } *P. P.*

MR. JAMES BIRTH: I am informed that you are in possession of, or claim title to the premises in this declaration of ejectment mentioned, or to some part thereof; and I being sued in this action as a casual ejector only, and having no claim or title to the same, do advise you to appear in next June term of the circuit court of the District of Columbia, by some attorney of that court, and then and there, by rule of the same court, to cause yourself to be made defendant in my stead; otherwise I shall suffer judgment to be

324.

entered therein against me by default, and you will be turned out of possession. Dated this 28th day of May, A. D. 1818.

Yours, &c.

RICHARD ROE.

A copy of which said declaration and notice was made and delivered to the marshal of the district aforesaid, thereon endorsed, to be served on the defendant at least eight days before court. At which said first Monday of June, being the first day of the same month, in the year aforesaid, and the day of the service of the foregoing declaration in ejectment, comes into court here the said John Doe, lessee as aforesaid, by Benjamin L. Lear, Esquire, his attorney aforesaid; and the marshal of the District of Columbia, to wit, Tench Ringgold, gentleman, to whom a copy of the said declaration in ejectment and notice, as aforesaid, was, in form aforesaid, made and sent, certifies his service thereof to the court here, in form following, to wit: "Copy left with defendant's wife, on the premises, the 29th day of May, 1818: Tench Ringgold, marshal." Whereupon, the said John Doe, lessee of the said James Greenleaf, by his attorney aforesaid, prays that the defendant, the tenant in possession of the premises aforesaid, or those under whom he claims, to his declaration may appear and answer. And the said James Birth, by Francis S. Key and James Dunlop, Esquires, his attorneys, in pursuance of the notice aforesaid, comes into court here. Whereupon it is ruled by the court here, with the consent of the said John Doe, lessee as aforesaid, by his attorney aforesaid, and the said James Birth, who claims the title in question, by his attorneys aforesaid, that the said James Birth be admitted defendant in the place of the now defendant Richard Roe, casual ejector, and that he immediately plead to the declaration aforesaid the general issue. And whereupon the said James Birth, by his attorneys aforesaid, prays leave of the court here to imparle until the fourth Monday of December next, and then to answer the declaration aforesaid of the said John Doe, lessee as aforesaid, and to him the same is granted; the same day is given to the said John Doe, lessee as aforesaid, also.

At which said fourth Monday of December, being the twenty-eighth day of the same month, in the year aforesaid, comes again into the circuit court here, as well the said John Doe, lessee as aforesaid, by his attorney aforesaid, as the said James Birth, by his attorneys aforesaid. Therefore, on motion of the said James Birth, by his attorneys aforesaid, leave is given by the court here to the said James Birth, to ascertain his defence, and answer to the declaration aforesaid, of the said John Doe, lessee as aforesaid, in the plea aforesaid, until the first Monday in June next; the same day is given to the said John Doe, lessee as aforesaid, &c. At which said first Monday of June, being the seventh day of the same month, in the year of our Lord one thousand eight hundred and nineteen, till which said day the said James Birth had leave to ascertain his defence, and answer to the declaration aforesaid, of the said John Doe, lessee as aforesaid, in the plea aforesaid, come again into the circuit court here, as well the said John Doe, lessee as aforesaid, by his attorney aforesaid, as the said James Birth, by his attorneys aforesaid; and the said James Birth, by his attorneys aforesaid, defends the force and injury, when, and so forth, and takes defence according to his pretensions as they shall appear to be laid down on the return of a warrant of recovery, to be issued in this cause, and says that he is not guilty of trespass and ejectment aforesaid, in the declaration aforesaid mentioned, in

manner and form, as the said John Doe, lessee as aforesaid, above complains against him, and of this he puts himself upon the country, and the said John Doe, lessee as aforesaid, in like manner. Thereupon, further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by the order of the court here thereon, is further continued until the fourth Monday of December next.

At which said fourth Monday of December, being the twenty-seventh day of the same month, in the year last aforesaid, comes again into the circuit court here, as well the said John Doe, lessee as aforesaid, by his attorney aforesaid, as the said James Birth, by his attorneys aforesaid; and the said John Doe, lessee as aforesaid, by his attorney aforesaid, sets forth and files an affidavit on oath, that he cannot have a fair and impartial trial in the said suit in the circuit court of the District of Columbia, for the county of Washington. It is, for reasons appearing to the court here, ordered, that a record of the proceedings, and all the papers filed in this cause, be transmitted to the Clerk of the county of Alexandria, in the said district, and they are accordingly transmitted.

District of Columbia, Washington County, set.

I, William Brent, Clerk of the United States' circuit court of the District of Columbia for the county of Washington, do hereby certify, that the aforegoing is a true record of the proceedings of a suit in this court, wherein James Greenleaf's lessee was plaintiff, and James Birth defendant, which suit is removed to the circuit court of Alexandria county. In testimony whereof, I have hereto set my hand and affixed the seal of my office, this 11th day of April, anno Domini 1820.

WM. BRENT, *Clerk.* [L. S.]

Whereupon the cause was docketed and continued.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 6th day of June, 1821, came the parties aforesaid, by their attorneys. On the motion of the plaintiff, it is ordered, that a warrant of survey be issued in the usual form, directed to Francis Fennick, surveyor of Washington county, and to Joseph Edgar, appointed by the court of Washington county an adjunct surveyor in the case. Whereupon the following warrant of survey was issued:

District of Columbia, to wit:

The United States of America to the Marshal of the District of Columbia, and Francis Fennick, surveyor of the county of Washington, and Joseph Edgar, adjunct surveyor, greeting:

Whereas at a circuit court begun and held in the county of Alexandria, for the District of Columbia, the first Monday in May, being the 7th day of May, eighteen hundred and twenty one, it was so far proceeded in a plea of trespass and ejectment in the said court depending, between a certain John Doe, lessee of James Greenleaf, plaintiff, and a certain James Birth, defendant, that it was considered absolutely necessary, for the better information of the said court and the jury, in the truth of the premises; that is to

325.

say, a certain piece of ground lying on the Pennsylvania Avenue, in the city of Washington, District of Columbia, and being lot number 17, in square number seventy-five, (75,) as the same is distinguished in the plat of the city of Washington, in the county aforesaid, together with the appurtenances, be carefully re-surveyed and laid out, according to the ancient metes and bounds thereof, as in the original certificate of survey thereof is expressed, to the end that the said lands in controversy, and the claims and the pretences of both parties, may more plainly and indifferently appear to the court and jury; wherefore you, the said surveyor and adjunct surveyor, in the presence of you, the said marshal, are hereby commanded carefully to re-survey and lay out, as well the said lands in dispute, as any other lands adjacent thereto, which shall be thought necessary by the said plaintiff or defendant to be laid out for the better illustration of the matter, according to the claims and pretensions of the plaintiff, in the presence of the defendant, if he, being summoned, think it fit to be present, and without any interruption of him, the said defendant, or, if absent, notice to be left at his place of residence, or last place of abode; and likewise survey and lay out the said lands in dispute, as aforesaid, according to the claims and pretensions of the defendant, in the presence of the plaintiff, if he, being summoned, think fit to be present, without any interruption of him, the said plaintiff, or, if absent, notice to be left at his place of residence, or last place of abode; and you, the said marshal, are hereby empowered to examine, upon oath, any witness or witnesses that, by either of the said parties, shall be produced, in relation to the same; and you, the said marshal, *are hereby ordered* to give both the said parties *thirty* days notice before the day of the execution of this writ; and you, the said surveyor, and adjunct surveyor, are hereby commanded to return *five fair* certificates and plats thereof, drawing the pretences of the plaintiffs in *black lines*, and the pretences of the defendant in *pricked lines*, as well under the hand and seal of you, the said marshal, as you, the said surveyors, to the said circuit court, to be held at the court-house in Alexandria, that the said court and jury being rightfully informed of the truth of the premises, may further proceed therein, as to justice appertains, and so forth. Witness the honorable William Cranch, Chief Judge of the said court, the 8th day of June, 1821. Issued the 8th day of June, 1821.

EDM. I. LEE, *C. C.*

Upon which warrant the marshal made the following return: "This warrant is executed by the surveys, plats, certificates, and depositions hereto annexed.

T. RINGGOLD, *Marshal.*"

At another day, to wit, at a court continued and held for the district and county aforesaid, the 5th of December, 1829, (until which time this cause had been regularly continued,) James Greenleaf, the lessor of the plaintiff, filed his affidavit, on which he moved the court for a continuance of this cause till the next term, which the court refused to do, and leave is given to amend the declaration, and amended declaration filed.

"Declaration to be considered as amended by the insertion of a count on a demise—

1st, to the plaintiff's lessee from the Commissioners of Bankruptcy.

2d, on a demise from Edward S. Burd.

3d, on a demise from the Commissioners and Burd.

4th, on a demise from John Miller, jr.
5th, on a demise from S. Eliot."

Whereupon came a jury, to wit: Hugh Smith, William Yeaton, N. R. Fitzhugh, Guy Atkinson, James Douglass, John M. Johnson, John W. Massie, Lewis Beeler, John A. Stuart, Robert Brockett, jr., Charles Murray, and Timothy Mountford, and by leave of the court, and with the consent of the parties, are continued until Monday next. And at a court continued and held for the district and county aforesaid, the 7th day of December, 1829, the jury sworn to try the issue in this cause appeared in court, and by consent of the parties, and with the assent of the court, are continued until to-morrow.

And now here, at this day, to wit, at a court continued and held for the district and county aforesaid, the said 8th day of December, 1829, the jury sworn to try the issue in this cause appeared in court, and returned the following verdict, to wit: "We of the jury find for the defendant." Therefore it is considered by the court that the plaintiff take nothing by his bill, but for his false clamor be in mercy; and that the defendant go thereof without day, and recover of the lessor of the plaintiff his costs by him about his defence in this behalf expended.

Plaintiff's costs	-	$16 24
Defendant's costs	-	$22 61

The plaintiff tendered two bills of exceptions, which are signed, sealed, and ordered to be enrolled.

JAMES GREENLEAF's lessee,
vs.
JAMES BIRTH.
} 1st bill of exceptions.

Memorandum. On the trial of this suit, to maintain the issue on his part joined on the first count in his declaration, the plaintiff gave in evidence to the jury a patent from the proprietors of the State of Maryland, to William Langworth, dated 5th July, 1686, in these words, (see No. 1,) and proved that the tenement, wooden messuage, and improvements in the plaintiff's declaration mentioned, were comprehended within the bounds of the said patent, and the legal title to the said tenement, wooden messuage, and improvements, was deduced from the said patentee to plaintiff by divers mesne conveyances, and by the deed of the 20th September, 1794, from Forest and Stoddert to J. Greenleaf, mentioned in the deed of 13th May, 1796, (see No. 2,) whereupon the defendant, to show a title out of the plaintiff, gave in evidence to the jury a deed from the said James Greenleaf to Robert Morris and John Nicholson, dated 13th May, 1796, in these words, (see No. 3,) admitted to have been executed by the said James Greenleaf, and offered no other evidence. Whereupon the plaintiff's counsel prayed the court to instruct the jury, that the said deed, unaccompanied by any other evidence, did not show such an outstanding title as was sufficient to bar the plaintiff's recovering in this suit; which instruction the court refused to give, to which refusal the plaintiff excepted, and prayed the court to sign and seal this, his bill of exceptions, which is accordingly done this fifth day of December, 1829.

B. THRUSTON, [SEAL.]
JAMES S. MORSELL, [SEAL.]

320.

JAMES GREENLEAF'S lessee, vs. JAMES BIRTH. } 2d bill of exceptions.

Memorandum. On the trial of this suit, to sustain the issue on his part joined, the plaintiff gave in evidence to the jury a patent from the proprietor of the State of Maryland in these words, (see No. 1,) and the legal title under the said patent is admitted by the defendant to have been vested in the plaintiff by the said patent, and by divers mesne conveyances, on the 30th day of August, 1790. Whereupon, to prove a title out of the said James Greenleaf, the defendant offered in evidence to the jury the proceedings in the case of the said James Greenleaf, an insolvent, before the Chancellor of Maryland, in these words, (see No. 4, and agreement of counsel annexed,) and an act of the State of Maryland of 1798, ch. 64, in these words. To the exception of which proceedings of insolvency, the plaintiff by his counsel excepted, but the court overruled the said exception, and permitted the said proceedings to be read in evidence to the jury; and thereupon, on the prayer of the counsel for the defendant, the court instructed the jury that the said act of Assembly and proceedings in insolvency did show a legal title out of the plaintiff, and did preclude a recovery in this suit on the first count in the plaintiff's declaration.

The plaintiff's counsel thereupon gave in evidence to the jury the proceedings in the case of the insolvency of the said James Greenleaf, in the Commonwealth of Pennsylvania, in these words, (see No. 5, and agreement of counsel,) and the conveyances therein mentioned, not recorded in the State of Maryland, and prayed the court to instruct the jury that under the operation of the said proceedings in Maryland and Pennsylvania, the legal title to the premises in the declaration mentioned, notwithstanding said conveyances, was not divested from the said James Greenleaf by any thing by the defendants so as aforesaid shown, which instruction the court refused to give. To the admission of the proceedings as aforesaid before the Chancellor of Maryland, and to the instruction of the court given on the prayer of the defendant, as to the effect thereof, and of the said act of Assembly, and to their refusal to instruct the jury as prayed by the plaintiff's counsel, the plaintiff, by his counsel, excepts, and prays that this, his bill of exceptions, may be sealed and enrolled, which is done accordingly.

B. THRUSTON, [SEAL.]
JAMES S. MORSELL, [SEAL.]

Exhibits referred to in the bills of exceptions.

PATENT, No. 1.

WILLIAM LANGWORTH, pat. confirm. 600 acres Widow's Mite, rent 1*l.* 4*s.* sterling. } *Charles, &c.*

To all to whom these presents shall come, greeting, in our Lord God everlasting.

Know ye, that whereas John Langworth, late of this province, deceased, had in his lifetime surveyed and laid out for him, the tenth day of October, 1684, a parcel of land called the Widow's Mite, lying in Charles county, containing six hundred acres, as doth appear, for which said tract our letters patent never yet did issue; whereupon, William Langworth, son and heir

of the said deceased, did humbly supplicate our council for land, that patent might now, notwithstanding, issue to him, and to his heirs, for the aforesaid tract of six hundred acres, which was accordingly granted him upon proviso our condition of plantation had been performed, as likewise rent and arrearages of rent thereon due by him were paid, or secured to be paid.

Now know ye, that we, for and in consideration of the premises, as likewise willing to enable the said William Langworth to do to us and to our heirs future good and acceptable service, do of our free grace and mere motion, give, grant, and confirm unto him, the said William Langworth, all that, the aforementioned, tract or parcel of land, called the Widow's Mite, lying on the east side of the Anacostin river, called Tyler; beginning at a bounded cedar standing upon a point, and running east northeast, for breadth, up the said inlet to a bounded oak, the bound tree of Richard Penner, for the length of one hundred and ninety two perches, bounded on the east with a line drawn north from the said oak, for the length of five hundred perches, to a bounded oak on the north, with a line drawn west from the end of the former line, the length of one hundred and ninety-two perches, to a bounded oak that intersects a parallel line drawn south to the first bounded cedar, on the west with the said parallel, on the south, with the said inlet, containing and now laid out for six hundred acres, more or less, according to the certificate of survey thereof, taken and returned into the land office, at the city of St. Mary's, bearing date the tenth day of October, one thousand six hundred and sixty-seven, and there remaining upon record, together with all rights, profits, benefits, and privileges thereunto belonging, (royal mines excepted;) to have and to hold the same unto him, the said William Langworth, his heirs and assigns, for ever, to be holden of us and our heirs, as of our manor of Zachia, in free and common soccage, by fealty only, for all manner of services, yielding and paying therefor yearly, unto us and our heirs, at our receipt at our city of St. Mary's, at the two most usual feasts in the year, viz: the feast of the annunciation of the blessed Virgin Mary, and St. Michael, the Archangel, by even and equal *portions;* the rent of one pound four shillings sterling, in silver or gold, and for a fine upon every alienation of the said, or of any part or parcel thereof, one whole year's rent, or the full value thereof, in such commodities as we and our heirs, or such officer or officers as shall be appointed by us and our heirs, from time to time, to collect and receive the same, shall accept in discharge thereof, at the choice of us and our heirs, or such officer or officers aforesaid: provided, that if the said sum for a fine for alienation shall not be paid unto us and our heirs, or such officer or officers aforesaid, before such alienation, and such alienation entered upon record, either in the provincial court, or in the county court where the said parcel of land lieth, within one month next after such alienation, the said alienation shall be void and of none effect.

Given at our said city of St. Mary's, under the great seal of our province of Maryland, this fifth day of July, in the eleventh year of our dominion, and anno Domini one thousand six hundred and eighty-six. Witness our trusty and well beloved Col. Henry Duvalle and Col William Digges.

In testimony that the aforegoing is a true copy from liber P. B. vol. folio 166, one of the land records belonging to the western shore land office, I have hereunto set my hand, and affixed my official seal, this 26th day of May, 1821.

JOHN BREWER, *Reg'r, &c.*

No. 2.

Deed from Forrest and Stoddert to James Greenleaf. 327.

At the request of James Greenleaf, the following deed was recorded, the 20th September, 1794:

This indenture, made the twentieth day of September, in the year of our Lord one thousand seven hundred and ninety-four, between Uriah Forrest and Benjamin Stoddert, both of Montgomery county and State of Maryland, of the one part, and James Greenleaf, of New York, on the other part, witnesseth, that the said Uriah Forrest and Benjamin Stoddert, for and in consideration of the sum of five shillings, current money, and other valuable considerations to them in hand paid by the said James Greenleaf, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, released, enfeoffed, and confirmed, and by these presents do grant, bargain, sell, alien, release, enfeoff, and confirm unto him, the said James Greenleaf, his heirs and assigns for ever, the following pieces or parcels of land, lying and being in the city of Washington, to wit: all that certain tract or parcel of land, being part of the tract of land called the widow's mite, situated in Prince George's county, beginning at the end of eighty-two perches on the line drawn north eighty-three and a half degrees west; from the end of sixty-four and a half perches, the second line of the said widow's mite corrected, it being the end of the first line of lot number four, part of the said widow's mite, in a ditch the north side of fifth street, in a town called Hamburg, and running from thence, *No.* 1 *west*, eighty-eight and one half perches to the end of one hundred and fifty-two perches on the first line of Robert Peters's one hundred acres, part of said widow's mite corrected; then by and with the said first line reversed, south forty degrees west one hundred and five perches to the west end of the aforesaid ditch on the north side of the said fifth street; then by and with said fifth street and ditch to the place of beginning. Also, all that certain tract or parcel of land, being also part of the tract of land called the widow's mite, beginning at a stone, the beginning of the said tract called the widow's mite, and running from thence by and with the first line of the said widow's mite, north sixty and a half degrees east thirty feet to the west side of Rock street, in the said town of Hamburg; then by and with the said street north seven and a quarter degrees east three hundred and twenty feet to the end of the said street; then by and with the end of the said Rock street south eighty-three and a half degrees east sixty feet to the southwest corner of lot number thirty-two, in said town called Hamburg; then by and with the west side of the said town, north seven and a quarter degrees east one hundred and thirty-seven perches to the end of forty-seven perches on the first line of Robert Peters's one hundred acres, part of the said widow's mite corrected, it likewise being the west end of a ditch which is cut on the north of said town, at or near the northwest corner of said town; then by and with said Peters's part reversed, south forty degrees west forty-seven perches to the given line of the said widow's mite corrected, one hundred and nineteen perches from the beginning stone of said widow's mite then by and with said given line reversed, to the beginning. Also, all that certain tract or parcel of land, being part of the tract of land called the widow's mite, beginning at the end of thirty-six perches on the fifth line corrected of two hundred and six acres, part of said widow's mite, it being the end of the

second line of lot number twelve, part of said widow's mite, and running from thence south three degrees east sixty-two and a half perches to the end of thirty-one perches, on the third line of Robert Peters's one hundred acres, part of said widow's mite corrected; then by and with said third line reversed, north sixty-six and a half degrees east thirty-one perches to the end of the second line of said Peters's part; then by and with said second line corrected reversed, south fifty-nine degrees east seventeen perches to the end of the third line of lot number seven, part of said widow's mite; thence north one degree west fifty-two perches to the end of the third line of lot number twelve, part of said widow's mite; then by and with the said third line reversed to the beginning. Also, all that certain tract or parcel of land, being part of the tract of land called the widow's mite, beginning at the end of ninety-five perches reversed, on the given line corrected, of two hundred and six acres, part of said widow's mite, and running from thence by and with the said given line reversed, south fifty-seven and a quarter degrees west fifty-eight perches to the end of the fifth and last course of said two hundred and six acres, part of said widow's mite; then by and with the said course reversed, south three degrees east forty-four perches to the beginning of lot number thirteen, part of said widow's mite; then by and with the given line thereof reversed, south eighty-three and a half degrees east forty-six and a half perches, to the end of the first line of lot number nine, part of said widow's mite; then by and with said lot number nine, and reversed with lot number eleven, to the beginning. Also, all that tract or parcel of land called the widow's mite, beginning at the end of sixty-four and a half perches on the second line of the said widow's mite corrected, and running from thence north eighty-three and a half degrees west eighty-two perches up to, and by and with a ditch, and the north side of fifth street of a town called Hamburg, to the beginning of lot number three, part of said widow's mite, containing nineteen and a quarter acres; then by and with the first line of said lot number three, *number 1 west*, forty and a half perches to the end of the first line of lot number five, part of said widow's mite; then by and with said first line reversed, south eighty-three and a half degrees east eighty-two perches to the end of one hundred and five perches, on the second line of the said widow's mite corrected; then by and with said line reversed, to the beginning. The said five tracts or parcels of land covering and comprehending one million nine hundred and two thousand nine hundred and five square feet, in the following squares, in the City of Washington, to wit: squares number thirty-two, thirty-three, forty-two, forty-three, forty-four, forty-seven, forty-eight, forty-nine, fifty, fifty-five, sixty-six, sixty-seven, sixty-eight, sixty-nine, seventy, seventy-three, seventy-four, seventy-five, seventy-six, seventy-seven, seventy-eight, seventy-nine, one hundred and one, one hundred and two, one hundred and five, one hundred and eighteen, one hundred and nineteen, one hundred and twenty, and one hundred and forty-one, excepting one half of the said one million nine hundred and two thousand nine hundred and five square feet, which belong to the Commissioners of the Public Buildings for the City of Washington aforesaid, excepting, also, lots number one, two, five and six, in square number one hundred and five, lot number twenty, in square number one hundred and one, containing twenty-one thousand seven hundred and sixty-one square feet. Also, excepting a lot in square number one hundred and forty-one, heretofore sold to Mr. Flaherty, neither the number nor size of which can now be ascertained, and

328

further excepting so much of the said lands as lie out of the limits of the said city, and so much thereof as have been taken by the Commissioners for public appropriations, other than the streets, lanes and alleys. And, also, we do sell and convey unto the said James Greenleaf, his heirs and assigns, all those two hundred and seven thousand nine hundred and ninety-three square feet of ground, likewise situate and being in the City of Washington aforesaid, and contained within the following squares, to wit: lots numbered seven, eight and nine, in square number sixty-two; lots numbered four, five, six and seven, in square number fifty-six; lots numbered five, six, seven and eight, in square number eighty-four; lots numbered seven, eight and nine, in square number one hundred and two; lots numbered three, four and five, in square east of square number eighty-seven; lots numbered five, six and seven, in square south of square numbered one hundred and four; lots numbered one, two and twenty-one, in square number eighty-one; lot number five, in square number sixty-two; lot number twenty, in square one hundred and sixty-six; lot number three, in square number eighty; lots numbered three and four, in square number one hundred and three; and all those seventeen thousand two hundred and sixty-one square feet, assigned by the Commissioners to Uriah Forrest, one of the parties hereto, in square number seven hundred and six. Together with all and singular the improvements, avenues, ways, streets, lanes, alleys, passages, waters, water courses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever, to the aforesaid premises severally and respectively belonging, or in any wise appertaining, and the reversions, remainders, rents, issues, and profits thereof, and of every part and parcel thereof. And, also, all the estate, right, title, interest, use, possession, property, claim, and demand whatsoever, of them, the said Uriah Forrest and Benjamin Stoddert, either in law or equity, of, in and to the premises, with the appurtenances; to have and to hold the said premises hereby granted, or mentioned, or intended to be granted, with all and every the appurtenances thereunto belonging, (except as before excepted) unto the said James Greenleaf, his heirs and assigns, to the only proper use, benefit and behoof of him, the said James Greenleaf, his heirs and assigns for ever; and the said Uriah and Benjamin Stoddert, for themselves and their heirs, do covenant and agree, to and with the said James Greenleaf, his heirs and assigns, in manner following; that is to say, that they, the said Uriah Forrest and Benjamin Stoddert, now are lawfully seized of a good, sure, perfect, and indefeasible estate of inheritance in fee simple, of and in the premises before mentioned and described, without any manner of condition, other than before mentioned, mortgage, limitation of use or uses, or any other matter, cause or thing, to alter, change, charge or determine the same, and have good right, full power, and lawful authority to grant, sell and convey the same unto him, the said James Greenleaf, his heirs and assigns, to and for his only proper use and behoof for ever; and further, that the said Uriah Forrest and Benjamin Stoddert, and their heirs, shall and will, from time to time, and at all times hereafter, upon the reasonable request, and at the proper cost and charges in law of him, the said James Greenleaf, his heirs or assigns, make, execute, and deliver, or cause to be made, executed and delivered unto the said James Greenleaf, his heirs and assigns, all such further acts, deeds, conveyances, and assurances in the law whatsoever, for the better and more perfect conveying and assuring the premises aforesaid, with their appurtenances, as he, the said James Greenleaf, his heirs or assigns, or his or their counsel learn-

ed in the law shall reasonably devise, advise or require, and they, the said Uriah Forrest and Benjamin Stoddert, and their heirs, the said premises hereby granted, or mentioned, or intended so to be, with all and every the appurtenances, unto the said James Greenleaf, and his heirs and assigns, against them, the said Uriah Forrest and Benjamin Stoddert, and their heirs, and against all and every other person or persons whatsoever, lawfully claiming, or to claim any estate, right, title or interest whatsoever, of, in or to the hereby granted premises, or any part thereof, except as before excepted, shall and will warrant and for ever defend. In witness whereof, they have hereunto set their hands and affixed their seals, the day and year first within written.

URIAH FORREST, [SEAL.]
BENJ. STODDERT, [SEAL.]

Signed, sealed and delivered, in presence of
DANIEL CARROLL,
JAMES GLASFURD.

On the back of which deed was thus endorsed, to wit: Received, on the day and year within mentioned, of and from the within named James Greenleaf, the sum of five shillings, current money, being the full consideration money for the within mentioned lands and premises.

URIAH FORREST,
BENJ. STODDERT.

Test:—DANIEL CARROLL,
JAMES GLASFURD.

MONTGOMERY COUNTY, to wit:

On the day and year within written, came before me, the subscriber, one of the Commissioners appointed under the act of Congress, entitled "An act for establishing the temporary and permanent seat of the Government of the United States," the within named Uriah Forrest and Benjamin Stoddert, parties to the within instrument of writing, and severally acknowledged the same to be their act and deed, and the lands and premises therein mentioned to be the right property and estate of the said James Greenleaf, according to the tenor of the said instrument of writing; at the same time came before me, Rebecca, the wife of the said Uriah Forrest, and being by me privately examined, apart from and out of the hearing of her said husband, did relinquish and release all her right of dower, of, in and to the same, and declared that she did the same freely and voluntarily, and without being induced thereto by fear or threats of her said husband, or through fear of his displeasure; at the same time, came also Rebecca Stoddert, he wifet of the said Benjamin Stoddert, and being by me privately examined, apart from and out of the hearing of her said husband, did relinquish and release all her right of dower, of, in and to the within mentioned lands and premises, and declared that she did the same freely and voluntarily, and without being induced thereto by fears or threats of, or ill usage from her said husband, or through fear of his displeasure.

Acknowledged before
DANIEL CARROLL.

DISTRICT OF COLUMBIA, WASHINGTON COUNTY, to wit:

I, William Brent, Clerk of the circuit court of the District of Columbia, for the county of Washington, do hereby certify, that the aforegoing deed

329.

is truly copied from the original, recorded in liber B. folios 86, 87, 88, 89 and 90, one of the land records of Washington county, in the District of Columbia.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said court, this sixteenth day of December, A. D. 1819.

[L. S.] WILLIAM BRENT, *Clerk.*

No. 3.

Deed from Greenleaf to Morris and Nicholson.

This indenture, made the thirteenth day of May, in the year of our Lord one thousand seven hundred and ninety-six, between James Greenleaf, late of the City of Amsterdam, in the United Netherlands, but now of the City of New York, in the State of New York, Esquire, of the one part, and Robert Morris and John Nicholson, both of the City of Philadelphia, in the Commonwealth of Pennsylvania, Esquires, of the other part, witnesseth, that the said James Greenleaf, in pursuance of certain articles of agreement made between himself, of the one part, and the said Robert Morris and John Nicholson, of the other part, bearing date the tenth day of July last, as well as in consideration of five shillings, lawful money of the State of Maryland, to the said James Greenleaf in hand paid by the said Robert Morris and John Nicholson, before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, and for other good and valuable causes and considerations, hath granted, bargained, sold, aliened, enfeoffed, assigned, released, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, assign, release, and confirm unto the said Robert Morris and John Nicholson, their heirs and assigns, as tenants in common, and not as joint tenants, except as is herein after excepted, all those hereinafter mentioned and described lots, squares, lands and tenements, situate in the City of Washington, in the territory of Columbia, wherein the said James Greenleaf and the said Robert Morris and John Nicholson were jointly interested, each one equal undivided third part, on the day of the date of the above mentioned articles of agreement; that is to say, all those three thousand lots, situate in the City of Washington aforesaid, which the said James Greenleaf contracted for with the Commissioners of the said City, by articles of agreement bearing date on or about the twenty-third day of September, in the year of our Lord one thousand seven hundred and ninety-three, as by the said articles, reference being thereunto had, will more fully appear. And, also, all those other three thousand lots, situate in the said City of Washington, for which the said James Greenleaf, as agent and attorney for the said Robert Morris, contracted with the said Commissioners by articles of agreement, bearing date on or about the twenty-fourth day of December, in the year of our Lord one thousand seven hundred and ninety-three, as by the said articles, reference being thereunto had, will more fully appear, of which said six thousand lots, the Commissioners of the said City of Washington have since conveyed about two thousand eight hundred and fifty-seven lots, and three thousand three hundred and fifty-three square feet, to the said James Greenleaf, in fee simple, by four certificates, three of them bearing date on or about the ninth day of July, in the year of our Lord one thousand seven hundred and ninety-four, and the other on or about the eighteenth day of October, in the same year, as by the said certificates,

reference being thereto had, will more fully appear. And, also, all those lots situate in the City of Washington aforesaid, supposed to be about two hundred and twenty in number, which the said James Greenleaf contracted for with a certain Daniel Carroll, of Duddington, by two several articles of agreement, one bearing date on or about the twenty-sixth day of September, in the year of our Lord one thousand seven hundred and ninety three; the other bearing date on or about the twenty-fourth day of December, in the same year, as by the said articles of agreement, reference being thereto had, will more fully appear. And, also, all those lots, supposed to be about four hundred and twenty-eight and a half in number, situate in the City of Washington aforesaid, for which the said James Greenleaf contracted with a certain Notley Young, by articles of agreement bearing date on or about the twenty sixth day of September, in the year of our Lord one thousand seven hundred and ninety-three, and which the said Notley Young afterwards conveyed to the said James Greenleaf, in fee simple, by deed bearing date on or about the twenty-eighth day of October, in the year of our Lord one thousand seven hundred and ninety four, as by the said articles of agreement and deed, reference being thereunto had, will more fully appear. And, also, all those lots situate in the said City of Washington, supposed to be about two hundred and thirty nine and a quarter in number, for which the said James Greenleaf contracted with Uriah Forrest and Benjamin Stoddert, by an agreement in writing, bearing date on or about the fifteenth day of July, in the year of our Lord one thousand seven hundred and ninety-four, and which the said Uriah Forrest and Benjamin Stoddert and William Deakins, jr., afterwards conveyed to the said James Greenleaf in fee simple, by three deeds, one of the said deeds from the said Uriah Forrest and Benjamin Stoddert, bearing date on or about the twentieth day of September, in the year last aforesaid; one other of the said deeds, from the said Benjamin Stoddert and William Deakins, bearing date the same day and year; the other of the said deeds from the said William Deakins, bearing date the same day and year; as by the said agreement and deeds, reference being thereunto had, will more fully appear. And, also, all those lots situate in the said City of Washington, supposed to be one hundred and eight in number, for which the aforesaid John Nicholson contracted with a certain William King, by an agreement in writing, bearing date on or about the fourteenth day of July, in the year of our Lord one thousand seven hundred and ninety-four, as by the said agreement, reference being thereunto had, will more fully appear. And, also, all those lots situate in the said City of Washington, supposed to be about seventy-nine and a half in number, for which the said James Greenleaf contracted with William Bailey, by an agreement in writing, bearing date on or about the fifteenth day of July, in the year of our Lord one thousand seven hundred and ninety-four, as by the said agreement, reference being thereunto had, will more fully appear. And, also, all those lots situate in the City of Washington aforesaid, supposed to be about forty in number, for which the said James Greenleaf contracted with Peter Casanove and George French, by an agreement in writing, made some time in the month of September, in the year of our Lord one thousand seven hundred and ninety-three, as by the said agreement, reference being thereunto had, will more fully appear. And, also, all those hereinafter described lands, squares, lots and tenements, situate in the said City of Washington aforesaid, and which were purchased by the said James Greenleaf in his private right; the said Robert Morris and John Nicholson being no way interest-

330.

ed or concerned therein, that is to say, all that land, supposed to amount to about the quantity of sixty acres, more or less, which the said James Greenleaf contracted for with William Deakins, the younger, by an agreement in writing, bearing date on or about the fourteenth day of July, in the year of our Lord one thousand seven hundred and ninety-four, being land purchased by said Deakins from Henry Hardy, lying on the northwest side of the President's house, and the northeast side of Georgetown, and which the said William Deakins, by deed, duly executed, hath since conveyed to the said James Greenleaf in fee simple, as by the said agreement and deed, reference being thereunto had, will more fully appear. And, also, that land, supposed to amount to about the quantity of three hundred and sixteen acres, be the same more or less, of which about two hundred and six acres are called and known by the name of the Gleanings, and one hundred and ten acres by the name of Gordon's Meadows, lying adjoining each other on the northwest side of the Capitol, and the northeast side of the President's house, for all which the said James Greenleaf contracted with Benjamin Oden, by an agreement in writing, bearing date on or before the fourteenth day of July, in the year of our Lord one thousand seven hundred and ninety-four, and of which the said Robert Morris and John Nicholson will, by virtue of this indenture, be entitled to a conveyance from the said Benjamin Oden in fee simple, on their paying the balance of the purchase money due thereon, and complying with the terms of the said agreement in writing, which by the said agreement, a reference being thereunto had, will more fully appear; excepting, nevertheless, out of the lots, squares, lands and tenements above mentioned, all that square marked and distinguished in the plat of the said City of Washington by the number 506; and that other square lying next to, and south of the said number 506; and all that other square lying next to, and south of the square last aforesaid; the said three squares containing in the whole about the quantity of one hundred and sixty-nine thousand five hundred and seventy six and three quarters square feet, be the same more or less, which, it is agreed by all the parties to these presents, shall be and remain the sole and separate property of the said James Greenleaf, his heirs and assigns; and excepting, also, all such squares, lots, lands or tenements, as were either conveyed or sold, or agreed to be conveyed, either by all or either of them, the said James Greenleaf, Robert Morris, and John Nicholson, or any of their agents and attorneys, to any person or persons whatever, at any time prior to the said tenth day of July, in the year of our Lord one thousand seven hundred and ninety-five; together with all and singular the houses, buildings, improvements, ways, waters, water courses, rights, privileges, services, hereditaments and appurtenances, of what nature or kind soever, to the hereby conveyed lots, squares, lands and tenements belonging, or in any manner appertaining; and all deeds, writings and papers touching or concerning the title to the same, and also the reversion and reversions, remainder and remainders, rents, issues and profits, of all and singular the hereby conveyed lots, lands, tenements and premises. And, also, all the estate, right, title, interest, property, claim and demand, both at law and in equity, of him, the said James Greenleaf, of, in, or to the same, and of every part thereof; to have and to hold all and singular the hereby conveyed lots, squares, lands and premises, with the appurtenances, to the said Robert Morris and John Nicholson, their heirs and assigns, to the only proper use and behoof of the said Robert

reference being thereto had, will more fully appear. And, also, all those lots situate in the City of Washington aforesaid, supposed to be about two hundred and twenty in number, which the said James Greenleaf contracted for with a certain Daniel Carroll, of Duddington, by two several articles of agreement, one bearing date on or about the twenty-sixth day of September, in the year of our Lord one thousand seven hundred and ninety three; the other bearing date on or about the twenty-fourth day of December, in the same year, as by the said articles of agreement, reference being thereto had, will more fully appear. And, also, all those lots, supposed to be about four hundred and twenty-eight and a half in number, situate in the City of Washington aforesaid, for which the said James Greenleaf contracted with a certain Notley Young, by articles of agreement bearing date on or about the twenty sixth day of September, in the year of our Lord one thousand seven hundred and ninety-three, and which the said Notley Young afterwards conveyed to the said James Greenleaf, in fee simple, by deed bearing date on or about the twenty-eighth day of October, in the year of our Lord one thousand seven hundred and ninety four, as by the said articles of agreement and deed, reference being thereunto had, will more fully appear. And, also, all those lots situate in the said City of Washington, supposed to be about two hundred and thirty nine and a quarter in number, for which the said James Greenleaf contracted with Uriah Forrest and Benjamin Stoddert, by an agreement in writing, bearing date on or about the fifteenth day of July, in the year of our Lord one thousand seven hundred and ninety-four, and which the said Uriah Forrest and Benjamin Stoddert and William Deakins, jr., afterwards conveyed to the said James Greenleaf in fee simple, by three deeds, one of the said deeds from the said Uriah Forrest and Benjamin Stoddert, bearing date on or about the twentieth day of September, in the year last aforesaid; one other of the said deeds, from the said Benjamin Stoddert and William Deakins, bearing date the same day and year; the other of the said deeds from the said William Deakins, bearing date the same day and year; as by the said agreement and deeds, reference being thereunto had, will more fully appear. And, also, all those lots situate in the said City of Washington, supposed to be one hundred and eight in number, for which the aforesaid John Nicholson contracted with a certain William King, by an agreement in writing, bearing date on or about the fourteenth day of July, in the year of our Lord one thousand seven hundred and ninety-four, as by the said agreement, reference being thereunto had, will more fully appear. And, also, all those lots situate in the said City of Washington, supposed to be about seventy-nine and a half in number, for which the said James Greenleaf contracted with William Bailey, by an agreement in writing, bearing date on or about the fifteenth day of July, in the year of our Lord one thousand seven hundred and ninety-four, as by the said agreement, reference being thereunto had, will more fully appear. And, also, all those lots situate in the City of Washington aforesaid, supposed to be about forty in number, for which the said James Greenleaf contracted with Peter Casanove and George French, by an agreement in writing, made some time in the month of September, in the year of our Lord one thousand seven hundred and ninety-three, as by the said agreement, reference being thereunto had, will more fully appear. And, also, all those hereinafter described lands, squares, lots and tenements, situate in the said City of Washington aforesaid, and which were purchased by the said James Greenleaf in his private right; the said Robert Morris and John Nicholson being no way interest-

330.

ed or concerned therein, that is to say, all that land, supposed to amount to about the quantity of sixty acres, more or less, which the said James Greenleaf contracted for with William Deakins, the younger, by an agreement in writing, bearing date on or about the fourteenth day of July, in the year of our Lord one thousand seven hundred and ninety-four, being land purchased by said Deakins from Henry Hardy, lying on the northwest side of the President's house, and the northeast side of Georgetown, and which the said William Deakins, by deed, duly executed, hath since conveyed to the said James Greenleaf in fee simple, as by the said agreement and deed, reference being thereunto had, will more fully appear. And, also, that land, supposed to amount to about the quantity of three hundred and sixteen acres, be the same more or less, of which about two hundred and six acres are called and known by the name of the Gleanings, and one hundred and ten acres by the name of Gordon's Meadows, lying adjoining each other on the northwest side of the Capitol, and the northeast side of the President's house, for all which the said James Greenleaf contracted with Benjamin Oden, by an agreement in writing, bearing date on or before the fourteenth day of July, in the year of our Lord one thousand seven hundred and ninety-four, and of which the said Robert Morris and John Nicholson will, by virtue of this indenture, be entitled to a conveyance from the said Benjamin Oden in fee simple, on their paying the balance of the purchase money due thereon, and complying with the terms of the said agreement in writing, which by the said agreement, a reference being thereunto had, will more fully appear; excepting, nevertheless, out of the lots, squares, lands and tenements above mentioned, all that square marked and distinguished in the plat of the said City of Washington by the number 506; and that other square lying next to, and south of the said number 506; and all that other square lying next to, and south of the square last aforesaid; the said three squares containing in the whole about the quantity of one hundred and sixty-nine thousand five hundred and seventy six and three quartors square feet, be the same more or less, which, it is agreed by all the parties to these presents, shall be and remain the sole and separate property of the said James Greenleaf, his heirs and assigns; and excepting, also, all such squares, lots, lands or tenements, as were either conveyed or sold, or agreed to be conveyed, either by all or either of them, the said James Greenleaf, Robert Morris, and John Nicholson, or any of their agents and attorneys, to any person or persons whatever, at any time prior to the said tenth day of July, in the year of our Lord one thousand seven hundred and ninety-five; together with all and singular the houses, buildings, improvements, ways, waters, water courses, rights, privileges, services, hereditaments and appurtenances, of what nature or kind soever, to the hereby conveyed lots, squares, lands and tenements belonging, or in any manner appertaining; and all deeds, writings and papers touching or concerning the title to the same, and also the reversion and reversions, remainder and remainders, rents, issues and profits, of all and singular the hereby conveyed lots, lands, tenements and premises. And, also, all the estate, right, title, interest, property, claim and demand, both at law and in equity, of him, the said James Greenleaf, of, in, or to the same, and of every part thereof; to have and to hold all and singular the hereby conveyed lots, squares, lands and premises, with the appurtenances, to the said Robert Morris and John Nicholson, their heirs and assigns, to the only proper use and behoof of the said Robert

Morris and John Nicholson, their heirs and assigns, for ever, equally to be divided between them as tenants in common, and not as joint tenants; subject, nevertheless, to all liens now binding or effecting the same property on account of any part of the purchase money which remains unpaid to the Commissioners of the said City of Washington, or to any other person or persons from whom the same was purchased by either of the parties to these presents; and to all other liens, restrictions, reservations, exceptions, conditions, regulations and agreements to which the said property, or any part of it, was subjected by the contract under which the same was purchased, as aforesaid; subject, also, to a conveyance (absolute in form, but intended to be in nature of a mortgage,) made by the said James Greenleaf of part of the premises, to Peter Godefroy, Rutger Jan Schimmelpennick, and Robert Daniel Crommelin, as by the deed, bearing date on or about the twenty-eighth day of July, in the year of our Lord one thousand seven hundred and ninety-four, reference being thereunto had, will more fully appear; subject, also, to a mortgage of part of the premises, made by the said James Greenleaf, Robert Morris and John Nicholson, to a certain William Mayne Duncanson, as by the deed, bearing date on or about the twelfth day of September, in the year of our Lord one thousand seven hundred and ninety-five, reference being thereunto had, will more fully appear; and subject to another mortgage of part of the premises, made by the said James Greenleaf, Robert Morris and John Nicholson, to a certain Thomas Law, as by the deed, bearing date on or about the eleventh day of May, in the year of our Lord one thousand seven hundred and ninety five, reference being thereunto had, will more fully appear. And the said James Greenleaf, for himself, his heirs, executors and administrators, hereby covenants with the said Robert Morris and John Nicholson, their heirs and assigns, in manner following, that is to say: that he, the said James Greenleaf, and his heirs, all that part of the hereby conveyed lots, squares, lands and premises, in which he, the said James Greenleaf, and the said Robert Morris and John Nicholson, were jointly interested, each one equal undivided third part, on the tenth day of July, in the year of our Lord one thousand seven hundred and ninety-five, as aforesaid, from and against him, the said James Greenleaf, and his heirs, and all persons lawfully claiming by, from, or under him or them, to them, the said Robert Morris and John Nicholson, their heirs and assigns, shall and will warrant and for ever defend; and that he, the said James Greenleaf, and his heirs, all the residue of the said hereby conveyed lots, squares, lands and premises, to them, the said Robert Morris and John Nicholson, and their heirs and assigns, from and against all persons whatever, lawfully claiming, or to claim the same, shall and will warrant and for ever defend. Provided, nevertheless, that this warranty shall not be construed to oblige the said James Greenleaf, or his heirs, to warrant or defend any part of the premises against any lien, restriction, reservation, exception, condition, regulation, agreement, conveyance or mortgage, to which the said premises are herein before mentioned to be subject. And further, that he, the said James Greenleaf, and his heirs, and all persons lawfully claiming under him or them, shall and will, at any, and at all time and times hereafter, at the reasonable request, and at the proper costs and charges, in the law, of the said Robert Morris and John Nicholson, their heirs or assigns, make, do, execute and suffer, or cause to be made, done, executed and suffered, all such further and other act and acts, deed and deeds, recovery and recoveries, thing and things, conveyance and convey-

331.

ances, assurance and assurances, acknowledgment and acknowledgments, for the more perfect assurance and conveyance of the hereby conveyed, or intended to be conveyed lots, squares, lands and premises, with the appurtenances, to the said Robert Morris and John Nicholson, their heirs and assigns, as tenants in common, and not as joint tenants, according to the true intent and meaning of this indenture, as shall be by the said Robert Morris and John Nicholson, their heirs or assigns, or their learned counsel, devised, advised or required. And this indenture further witnesseth, that the said James Greenleaf hath constituted and appointed, and he doth hereby constitute and appoint William Deakins, jr. of Georgetown, in Maryland, and William Cranch, of the City of Washington, aforesaid, jointly and severally, his attorney and attorneys, with full power to them, or either of them, to appear before any court, judge, justice or justices, or any other person or persons, in the State of Maryland, having legal authority, to take the acknowledgment of this indenture, and to acknowledge the said indenture for, and in the name of the said James Greenleaf, and as his act and deed, in order that the same may be recorded agreeable to law. In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals; dated the day and year first above written.

JAMES GREENLEAF, [L. S.]

Sealed and delivered in presence of
JOSEPH KARRICK,
ISAAC POLLOCK,
GEORGE A. BAKER.

I acknowledge to have received full satisfaction for the above conveyed premises. Witness my hand and seal.

JAMES GREENLEAF.

Witnesses present at signing,
ISAAC POLLOCK,
JOSEPH KARRICK,
GEORGE A. BAKER.

On the back of the deed was thus endorsed:

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, *ss.*

On the 30th day of August, in the year of our Lord one thousand seven hundred and ninety-six, before us, Cornelius Coningham and Robert Brent, two of the justices of the county aforesaid, personally appeared Isaac Pollock, one of the witnesses to the within written indenture, and made oath on the Holy Evangely, that he saw the within named James Greenleaf, sign, seal, and deliver the said indenture, as his act and deed, on the day of the date hereof; that he, this deponent, subscribed his name as a witness thereto; and that he saw Joseph Karrick and George A. Baker, the other subscribing witnesses, also subscribe their names as witnesses thereto. Sworn before us: witness our hands the day and year aforesaid.

CORNELIUS CONINGHAM.
ROBERT BRENT.

STATE OF MARYLAND, PRINCE GEORGE'S COUNTY, *ss.*

Be it remembered, that on the thirtieth day of August, in the year of our Lord one thousand seven hundred and ninety-six, before us, Cornelius Coningham and Robert Brent, two of the justices of the State and county afore-

said, personally appeared, William Cranch, and by virtue of the power of attorney contained in the within written indenture, acknowledged the said indenture for, and in name of, and as the act and deed of the within named James Greenleaf, in order that the same may be recorded according to law.

CORNELIUS CONINGHAM.
ROBERT BRENT.

MARYLAND, TERRITORY OF COLUMBIA, to wit:

Personally appeared before me, the subscriber, one of the Commissioners appointed in virtue of the act of Congress, for establishing the temporary and permanent seat of the Government of the United States, the within named William Deakins, jr., and did acknowledge the within instrument of writing to be the act and deed of James Greenleaf, his principal, agreeably to the power within mentioned. Taken and acknowledged before me, this twenty-sixth day of October, in the year of our Lord one thousand seven hundred and ninety-six.

GUSTAVUS SCOTT.

Recorded the 26th day of October, 1796.

I hereby certify, that the foregoing deed, or instrument of writing is, truly taken and copied from liber B, No. 2, folios 562 to 565, one of the land records of the county of Washington, in the District of Columbia. In testimony whereof, I hereunto set my hand, and affix the seal of the circuit court of the District of Columbia, for the county of Washington, this fifth day of August, anno Domini one thousand eight hundred and nine, and in the thirty-fourth year of American independence.

WILLIAM BRENT, *Clerk.* [L. S.]

No. 4.

The insolvent record from Maryland not filed among the papers in this cause. (See agreement of counsel.)

No. 5.

RECORD FROM PENNSYLVANIA.

To the honorable the President and Judges of the Supreme Court of the State of Pennsylvania.

The petition of James Greenleaf humbly sheweth, that your petitioner is confined in the debtors' apartment of this city, under execution for a bill exceeding fifty pounds, and by reason of sundry loss and misfortunes is unable to pay his debts. Your petitioner, therefore, prays to be admitted to the benefit of the several acts of assembly made for the relief of insolvent debtors, and he will pray, &c.

JAMES GREENLEAF.

PHILADELPHIA, 10*th March*, 1798.

Creditors names.

John Ashly,
Samuel Allen,
Chamless Allen,
John Atkins,
John Atkinson,
(Ed. Tilghman Attorney.)

332.

Joshua B. Burd,
Phineas Bond,
George A. Baker,
Peter Blight,
Edward Bend,
Clement Briddle,
Joseph Ball,
Stewart Brown,
(Todd, Attorney.)
Abraham Dubois,
John Duffield,
James S. Ewing
Samuel Emlen, jr.,
(Hallowell, Attorney.)
John Hallowell,
Alexander McDowell,
(Hallowell, Attorney.)
Standish Ford,
Reed and Ford,
Edward Fox,
Mary Fisher, executrix of Jos. C. Fisher,
Alexander Fullerton,
James Brown,
Brown and Francis,
John Brown,
John Brown, surviving partner of Jno. Francis,
(Thomas, Attorney.)
Baker and Comegys,
Jacob Baker,
Bank of Pennsylvania,
George Bringhurst,
John Britton,
John Crean,
Henry Drinker,
Henry Drinker, jr.,
Mordecai Lewis,
Martha Levy,
Sawman and West, (Kepple, atty.)
George Sawman, do.
Benjamin West, do.
Thomas McEwen,
Thomas McEwen & Co.
Matthias Maker,
(T. McEwen & Heatley, Att's.)
John Miller, jr.,
William Montgomery,
Franklin Robinson & Co.,
Samuel Franklin,
William Robinson,
Abraham Robinson,
Hon. James Gunn,
Harrison and Sterett
Hartshorne, Large & Co.,
Mahlon Hutchinson,
Elisha B. Hopkins,
Thomas and John Kitland,
William Knox & Co.,
William Knox,
James Crawford,
Daniel Ludlow,
(Ingersoll, Attorney.)
James Lyle,
Stephen Lowry,
(Sargeant, Attorney.)
William Bayley,
Daniel Rees,
George Simpson,
James Simmons,
Robert Smith,
Robert Smith & Co.,
Jesse Sharpless,
John Sparhawke,
John Stone,
(Ewing, Attorney.)
John Vaughn,
Abraham Van Buren,
Francis and John West,
Jos. Watson,
(Reed, Attorney.)
Willings and Francis,
Thos. Willing,
Thomas M. Willing,
Thomas W. Francis,
Francis Ingraham,
William Deakins, jr.,
George French,
Notley Young,
Henry W. Pearce,
William Wiston,
Samuel Wetherill & Sons,
Matthew McAllister,
(Dallas, Attorney.)
Gulian McEvens, do.
Vander Gronden, do.
Henry Manley,
James J. Mazurie,
Joseph Donath & Co.,
James McCrea,
Robert Morris,
Hyman Marks,
John Nicholson,
Odier and Bousquet, Broths,

John Olden,
Henry Phillips,
Henry Pratt,
John Ross,
Samuel Richards,
Thomas G. Pollard,
Armand Primond,
Walter Sims,
Charles Wilkes,
(Rawle, Attorney.)
James Yard,
Maker Cochran & Co.,
Samuel Maker,
William Cochran,
Daniel Greenleaf,
Thomas Davis, jr.,
Patrick Jeffery,
Joseph Russell, jr.,
John Coffin Jones,
Daniel Crommelin and Sons, and money lenders in Holland, for whom they are agents.
Samuel Witherill,
Samuel Witherill, jr.,
Mordecai Witherill,
Simon Walker,
Alexander Walker,
William Walker.

JAMES GREENLEAF.

Schedule of James Greenleaf's estates in Europe and America.

1st. Personal property in Europe.

A.	American funded stock:				
	1st. 6 per cents				$436,666 67
	2d. 3 per cents				997,982 22
	3d. Deferred				375,000 00
B.	United States' Bank stock, 400 shares.				
	6. American State debts.				
	1. South Carolina foreign debt,	£6,572	15	4¾	Carolina currency.
	2. South Carolina domestic debt,	1,239	1	0	do.
	3. Georgia domestic debt,	7,057	10	4¼	Georgia currency.
	4. Rhode Island domestic debt	1,895	10	0	New England do.

D. Dutch bonds or obligations:
34 obligations of 1,000 guilders, each bearing 4½ per cent. interest.
E. Household furniture and wearing apparel, (value unknown.)

2d. Personal property in America.

A.	Bonds and notes:				
	1. Notes of R. Morris and J. Nicholson				$1,993,736 09
	2. Bonds and notes of other persons				1,176,265 91
B.	Book debts:				
	1. John Parish & Co., Hamburg				$51,285 41
	2. Sidney Hay, Vermont				2,240 63
	3. Zachariah Cox, Georgia				777 78
	4. Thomas Porter, Alexandria				574 92
	5. Edward Fox, Philadelphia				232,034 65
	6. John Nicholson, Philadelphia*				
	7. Francis Childs, New York				1,903 00
	8. Melancton Smith, do.				98 54
	9. Daniel Penfield, do.				
	10. John Dewitt, do.				75 00

*Those left blank the amount not yet ascertained for want of accounts from the parties.

11.	William Duer,	New York - - -	23,352 03
12.	Peter Blight,	Philadelphia	
13.	John Vaughan,	do.	
14.	Royal Flint,	South Carolina - - -	12,931 20
15.	William W. Duncanson,	Washington - -	620 10
16.	Elisha B. Hopkins,	Philadelphia - -	6,730 00
17.	Thomas McEwen,	do. - -	12,332 11
18.	James Commings & Co.,	do. - -	2,200 00
19.	Robert Morris,	do.	
20.	Lawman & West,	do. - -	4,525 87
21.	John Ross,	do. - -	566 87
22.	Henry Philips & John Ketland,	do.	
23.	Thomas Dickason, jr.,	Boston.	
24.	John C. Jones, Pat. Jeffery, and Joseph Russell, jr.,	Boston.	

C. South Carolina State debt - - - - $28,158 29

D. Patterson's National Manufacturing Company, 80 shares.

E. Tontine Hotel, New York, 2 shares.

F. Western Inland Cork Navigation Company, New York, 20 shares.

G. Unsettled concern with sundry persons:
1. With Morris and Nicholson.
2. With Watson and Greenleaf.
3. With Lean & Co.
4 With E. Levet & Co.

H. Household furniture, (value not ascertained.)

I. Library consisting of 14 chests books.

3d. Real estate in America.

A. In the State of Vermont:
1. 43,257 acres in Kelley's Vale and Belvidere.
2. 8,137½ acres in Westford and Worcester.

B. In the State of New Hampshire:
⅔ of the water locks and improvements of the Bellows Falls Company on Connecticut River, and estate thereto appertaining.

C. In the State of Connecticut:
¼ of the Columbian Mills, at Stanford.

D. In the State of New York:
1. Estate in Lansingburg, consisting of house and store, &c.
2. 84¼ acres of land in Westchester, with cotton and iron works, &c.
3. 66¼ acres in do.
4. A farm in do. of about 300 acres, with farm house, &c.
5. A farm in do. of about 98 acres.
6. Iron works at Queensboro' and Forest of Deane, on the North river.
7. A tract of about 5,611 acres in Jessup's purchase.
8. Do. 5,980 do. do.

9. A tract of about 6,000 acres in Handenburgh patent.
10. Do. 3,257 do. do.
11. Do. 12,330 do. do.
12. Do. 3,000 do. do.
13. Do. 12,500 do. do.
14. Do. 5,672$\frac{6}{7}$ in township of Chemerny.
15. Do. 2,881$\frac{3}{7}$ do. do.
16. Do. 2,881$\frac{3}{7}$ do. do.
17. Do. 7,680 do. do.
18. Do. 1,000 do. do.
19. Do. 3,824 do. in Palmer's purchase.
20. Do. 1,050 do. in north side Sacandaga river.
21. Do. 12 do. in Rattskill.
22. Sundry reversions in the town of Johnson.
23. A tract of about 5,120 acres in Warren township, co. of Montgom'y.
24. A tract of about 7,680 acres in Green township, do.
25. Greenvale farm near Poughkeepsie of about 417 acres.
26. Sundry military lots supposed about 30,000 acres.

E. In the State of New Jersey:
Estate at Pompton, qt. several houses and land, about 237$\frac{210}{100}$ acres of land.

F. In the State of Pennsylvania:
1. Estate of Lansdowne, near Philadelphia, qt. of 199 acres, 101 perches.
2. Estate of Warner's place, near Philadelphia, qt. 64 acres, 1 perch.
3. House in Chesnut street, Philadelphia.

G. In the State of Maryland:
1. A tract of land near fort Cumberland, qt. about 7,500 acres.
2. Do. do. do. 2,088 "
3. Do. do. do. 448 "
4. Do. opposite to the City of Washington, 1,212 acres.
5. Do. do. do. 516 "
6. Do. do. do. 375 "
7. Sundry lots in the City of Washington, quantity unascertained.
8. A tract of land on the Great Falls of Potomac, about 200 acres.

H. In the State of Virginia:
1. $\frac{4}{16}$ of the estate of Matilda Ville, &c. of about 500 acres on the Great Falls of the Potomac, with privileges, &c.
2. Do. do. do.
3. A tract of land adjoining Alexandria, qt. 295 acres.
4. A tract on the Shenandoah river, qt. ab. 46,783 acres.
5. A tract on the Great South branch of Potomac, qt. ab. 5000 acres.

I. In the State of Georgia:
1. Saw mill on the Ohoopee river, about 100,687½ acres land.
2. A tract of land in Franklin county, qt. 100,000 acres.
3. In the western part of Georgia, qt. 2,500,000 acres.

K. In the Western Territory, 2,000,000 acres of land.

334.

In the foregoing schedules, (which comprise every item of the estate of James Greenleaf,) is included the property under the guidance of Henry Pratt and others, as trustees for the benefit of the holders of paper, uniting the responsibility of E. Fox and J. Greenleaf.

J. GREENLEAF.

Supplementary Schedule.

1. Personal property in Europe.

A, B, C, D, and E, liable,
1. For about $1,200,000 to Daniel Crommelin and Sons, and certain money lenders in Holland, see book A. Z., page 5.
2. For about $394,994 60 of negotiable paper endorsed in Boston by Daniel Greenleaf, Thomas Dorres, jr., Thomas Greenleaf, Christopher Gore, William Smith, Samuel Blagge, Henry Newman and Thomas Russell, see book A. Z., page 9.

2D. PERSONAL PROPERTY IN AMERICA.

A. 1. Deposited with sundry persons to secure about $500,000, see book A. Z., page 6 to 17.
2. Deposited with sundry persons to secure about $300,000, see book A. Z., page 19 to 25.

B. 6. 13 and 18 assigned to James Yard, for payment of about $3,200, and for securing endorsers at Boston.
7, 10, 16, 20, 23 and 25, assigned to secure endorsers at Boston.

C. Deposited with sundry persons, (together with other security to secure payment of about $29,000,) see book A. Z., page 4.

D. E and F. Deposited with endorsers of J. Greenleaf's paper at Boston, see book A. Z., page 4.

G. No. 1, assigned for securing John Appleton, William Smith, E. Levat & Co., and Daniel Greenleaf, for payment of endorsed paper, see book A. Z., page 3.

H. Assigned for the payment of $533 33.

I. Assigned for the payment of $4,700.

3D. REAL ESTATE IN AMERICA.

A. 1. Mortgaged to endorsers of paper in Boston, A. Z., page 2.
2. Do. do. page 27.

B. Mortgaged to Jones, Jeffery and Russell, to secure debts due them, A. Z., 3.

C. Mortgaged to Jones, Jeffrey and Russell, to secure debts due them, A. Z., page 3.

D. 1, 2, 3, 7, 8, 9, 10, 12, 13, 14, 15, 16, assigned to H. Pratt and others (with sundry other objects) for benefit of creditors of E. Fox, amount $721,887 88, see book A. Z., page 1, 3.
4. Mortgaged to D. Ludlow for payment of debts due him not ascertained, A. Z., page 3.
5. Sold to William Hemsley for payment of a debt due for $2,682 36, A. Z., page 27.
6. Assigned to E. Levit & Co. to secure debt due to them unascertain-

ed, and sundry assumptions made by them of debts of J. Greenleaf, see book A. Z., page 27.

11. Morgaged to R. R. Livingston, D. Ludlow and Jacob Liber, for payment of about $1,700, see book A. Z., page 1.

17 and 18. Conveyed to R. Lenox, (with other securities) to secure payment of 15 New York Bank shares, book A, page 2.

19. Mortgaged to John Ramsay, D. Ingraham and D. Bell for $3,700, A. Z., page 2.

20, 21 and 22. Mortgaged to endorsers of paper in Boston, A. Z., p. 2.

23 and 24. Mortgaged to De Witt Clinton, for payment of $15,730, residue mortgaged to endorsers of paper in Boston, A. Z., page 2.

25. Mortgaged to D. Ludlow for payment of debt unascertained, A. Z. p. 3.

26. Mortgaged to endorsers of Piper at Boston, A. Z., page 3.

E. Mortgaged to P. Van Ness and Jacob Baker, for payment of $4,300, see book A. Z., page 27.

F. 1 and 2. Assigned to H. Pratt and others, to secure creditors of E. Fox, book A. Z., page 1.

3. Mortgaged to Phil. Dickinson and John Brown, for payment of $18,666 66, assigned residue to H. Pratt and others, to secure creditors of E. Fox, see book A. Z., page 1.

G. 1, 2, 3, 4, 5 and 6. Assigned to H. Pratt and others, to secure creditors of E. Fox, see book A. Z., page 1.

7. Mortgaged to Wm. Deakins and John Appleton, for the payment of about $59,000, book A. Z., page 3.

8. Mortgaged to John Appleton, (with other objects,) to secure payment of about $49,000, A. Z., page 27.

H. 1. Mortgaged to Jones, Jeffrey and Russell, for payment of debts due them unascertained, supposed about $180,000, A. Z., page 3.

2. Mortgaged to J. and F. Atkinson for payment of about $9,000, A. Z., page 27.

3. Assigned to H. Pratt and others, to secure creditors of E. Fox, A. Z., page 2.

4 and 5. Mortgaged to J. Wadsworth and James Masten, for payment of $12,945 74, residue mortgaged for benefit of endorsers of paper at Boston, A. Z., page 2.

I. 1, 2 and 3. Assigned to H. Pratt and others, to secure creditors of E. Fox, A. Z, page 1.

K. Mortgaged to endorsers of paper at Boston, subject to payment of $30,000, due for the lands, book A. Z., page 3.

Debts of James Greenleaf.

A. Amount of bonds and notes, - - - -			$1,939,989 18
B. Amount of book debts*			
1. Brown and Francis,	Providence.		
2. Daniel Ludlow & Co.,	New York.		
3. David Crawford, (Marlborough,)	Maryland.		
4. John R. Stam,	Philadelphia	-	533 33
5. Philip Livingston,	New York.		
6. Daniel Greenleaf,	Boston	-	35,018 17

*Those left blank are not yet ascertained for want of accounts from the parties

335.

7. Jonathan Hobson,	New York.		
8. Comfort Sands,	do.		
9. Henry Pratt,	Philadelphia	-	2,130 00
10. W. Vander Gronden,	do.	-	1,835 02
11. George French, (Georgetown,)	Maryland.		
12. Duncan Ingraham Fert,	Philadelphia	-	750 00
13. Seton, Matland & Co.,	New York.		
14. Aaron Burr,	do.		
15. Daniel Bell,	Philadelphia	-	750 00
16. James Yard,	do.	-	3,273 20
17. John Marston,	Boston	-	400 00
18. Franklin Robinson & Co.,	New York	-	1,353 33
19. Joshua B. Bond,	Philadelphia	-	1,323 41
20. Garrett Cottinger,	do	-	207 36
21. Eugene Levitt & Co.,	New York.		
22. Jacob Liber,	do.		
23. Matthew Pearce,	Philadelphia	-	4,700 00
24. Charles Lagarenne,	New York.		
25. Jacob Baker,	Philadelphia	-	282 92
26. Daniel Crommelin & Sons,	Amsterdam.		
27. Mordecai Lewis,	Philadelphia.		
28. Baker and Comegys,	do.	-	10,000 00
29. Henry Drinker, jr.,	do.		
30. John and Francis Atkinson,	New York.		

Supplementary schedule of securities given for payment of notes and bonds, and becoming due to the estate of James Greenleaf.

The following secured by Robert and Mary Morris's and John and Hannah Nicholson's deed of mortgage of one hundred and forty two squares of ground in the City of Washington, dated June 20th, 1796, executed in presence of Garrett Cottinger and James Rees. Robert Morris's acceptances of John Nicholson's draft in favor of James Greenleaf, dated August 1, 1795:

Due August 1, 1796, No. 5, 1 note - - -		$1,668 07
Due August 1, 1797,		
No. 6 a 9, 4 notes of $5,000 each	$20,000 00	
10, 1 " - - -	2,407 44	
		22,407 44
Due August 1, 1798,		
No. 6 a 12, 7 notes of $5,000 -	35,000 00	
13, 1 " - -	7,805 11	
		42,805 11
Due August 1, 1799,		
No. 4 a 8, 5 notes of $5,000 -	25,000 00	
9, 1 " - - -	4,821 53	
		29,821 53
		$96,702 15

John Nicholson's acceptance of Robert Morris' draft, in favor of James Greenleaf, dated August 1, 1795:

Due August 1, 1796, No. 5, 1 note - -	1,668 07
Due August 1, 1797.	

No. 6 a 9, 4 notes of $5,000 -	20,000 00	
10, 1 " - - -	2,407 44	
		22,407 44
Due August 1, 1798,		
No. 6 a 12, 7 notes of $5,000 -	35,000 00	
13, 1 " - -	7,805 10	
		42,805 10
Due August 1, 1799,		
No. 4 a 8, 5 notes of $5,000 -	25,000 00	
9, 1 do. 4,821 53 -	4,821 53	
		29,821 53
		$193,404 29

The following secured by Robert and Mary Morris's and John and Hannah Nicholson's deed of mortgage of 604,018 acres of land in South Carolina, dated June 20, 1796. Executed in presence of Garrett Cottringer and James Rees.

Robert Morris's acceptances of John Nicholson's drafts in favor of James Greenleaf, dated August 1, 1795:

Due August 1, 1796,		
No. 1 a 4, 4 notes of $5,000 -	$20,000 00	
Due August 1, 1797,		
No. 1 a 4, 4 notes - - -	20,000 00	
Due August 1, 1798,		
No. 1 a 4, 4 notes - - -	20,000 00	
Due August 1, 1799,		
No. 1 a 3, 3 notes - - -	15,000 00	
		75,000 00

John Nicholson's acceptance of Robert Morris's drafts in favor of James Greenleaf, dated August 1, 1795:

Due August 1, 1796,		
No. 1 a 4, 4 notes of $5,000 -	20,000 00	
Due August 1, 1797,		
No. 1 a 4, 4 notes - - -	20,000 00	
Due August 1, 1798,		
No. 1 a 4, 4 notes - - -	20,000 00	
Due August 1, 1799,		
No. 1 a 3, 3 notes - - -	15,000 00	
		75,000 00
		$150,000 00

The following secured by Robert Morris and Mary Morris's and John and Hannah Nicholson's deed of mortgage of 75,000 acres of land in the State of Georgia, dated June 20, 1796. Executed in presence of Garrett Cottringer and James Rees.

Robert Morris's acceptance of John Nicholson's drafts in favor of James Greenleaf, dated August 1, 1795:

Due August 1, 1797, No. 5 - -	$5,000 00	
Due August 1, 1798, No. 5 - -	5,000 00	
		$10,000 00

336.

J. Nicholson's acceptances of R. Morris in favor of J. Greenleaf, dated August 1, 1795:

Due August 1, 1797, No. 5 - - -	$5,000 00	
Due August 1, 1798, No. 5 - - -	5,000 00	
		$20,000 00

The following secured by a transfer of one thousand shares of the stock of the North American Land Company, and John Nicholson's obligation, dated Dec. 21, 1795, to transfer nineteen hundred shares of the same stock on demand.

John Nicholson's to order of James Greenleaf, dated Dec. 21, 1795:

Due September 21, 24, 1796,		
No. 1 a 9, 9 notes of $5,000 -	45,000 00	
10, 1 " - - -	2,711 64	
		47,711 64
Due December 21, 24, 1796,		
No. 1 a 9, 9 notes of $5,000 -	45,000 00	
10, 1 " - - -	2,711 64	
		47,711 64
Due March 21, 24, 1797,		
No. 1 a 9, 9 notes of $5,000 -	45,000 00	
10, 1 " - - -	2,711 64	
		47,711 64
		$143,134 92

The following secured by a transfer of one thousand shares of the stock of the North American Land Company, and Robert Morris's obligation, dated December 20, 1795, to transfer one thousand shares of the same stock on demand.

Robert Morris's notes to the order of James Greenleaf, dated Dec. 21, 1795:

Due September 21, 24, 1796,		
No. 1 a 6, 6 notes of $5,000 -	$30,000 00	
7, 1 " - - -	3,648 96	
		$33,648 96
Due December 21, 24, 1796,		
No. 1 a 6, 6 notes of $5,000 -	30,000 00	
7, 1 " - - -	3,648 96	
		33,648 96
Due March 21, 24, 1797,		
No. 1 a 6, 6 notes of $5,000 -	30,000 00	
7, 1 " - - -	3,648 96	
		33,648 96
		33,648 96
		$100,946 88

The following secured by Robert Morris's and John Nicholson's deed of 582,657½ square feet of ground in the City of Washington, dated June 20th, 1796, executed in presence of Garrett Cottringer and James Rees, and by seven hundred and forty shares of the stock of the North American Land

Company, and John Nicholson's obligation, dated August 15, 1795, to transfer nineteen hundred and twenty-six shares of the same stock on demand.

John Nicholson's notes to order of James Greenleaf, dated Jan. 12, 1796:

Due July	12, 15, 1796,	100	U. States' bank shares	$52,000
Aug.	do.	100	do.	52,000
Sept.	do.	100	do.	52,000
Oct.	do.	100	do.	52,000
April	do.			3,120
May	do.			4,160
June	do.			4,160
July 1, 4, 1796				6,400
July 12, 15, 1796				4,160
Aug.	do.			3,120
Sept.	do.			2,080
Oct.	do.			1,040
				$236,240

The following secured by one-third of the whole stock on (10,000) shares of the North American Land Company per agreement, dated May 28, 1796, signed by James Greenleaf, Robert Morris and John Nicholson, in presence of Samuel Duncan and John Jones. Robert Morris's acceptances of John Nicholson's drafts on him in favor of James Greenleaf, dated May 28, 1796:

Due May 28, 31, 1797,			
No. 1, 31 notes of $5,000			$155,000 00
Due May 28, 31, 1798,			
No. 1 a 29, 29 notes at $5,000	145,000		
30, 1 "	2,500		
		147,500 00	
Due May 28, 31, 1799,			
No. 1 a 28, 28 notes		140,000 00	
Due May 28, 31, 1800,			
No 1 a 26, 26 notes at $5,000	130,000		
27, 1 "	2,500		
		132,500 00	
		$575,000 00	

John Nicholson's acceptance of Robert Morris's drafts in favor of James Greenleaf, dated May 28, 1796:

Due May 28, 31, 1797,			
No. 1 a 31, 31 notes of $5,000			155,000 00
Due May 28, 31, 1798,			
No. 1 a 29, 29 notes of $5,000	145,000		
30, 1 "	2,500		
		147,500	
Due May 28, 31, 1799,			
No. 1 a 28, 28 notes at $5,000		140,000	

337

Due May 28, 31, 1800,
No. 1 a 26, 26 notes at $5,000 130,000
27, 1 " - - 2,500
132,500
575,000 00

$1,150,000 00

The following secured by Charles and Hannah Bulfinch, and George and Anna Storer's deed of mortgage of 288,000 acres of land in James Grimes's purchase in Georgia, dated November 24, 1795. Executed in presence of Mary Storer and Samuel Cooper.

George Storer and Charles Bulfinch's notes to James Greenleaf, dated November 24, 1795:

Due January 1,	1798	- - - -	$8,640
Do.	1799	- - - -	8,640
Do.	1800	- - - -	1,800
Do.	1801	- - - -	5,160
Do.	1802	- - - -	5,760
			$37,440 00

The following secured by Elias H. Derby's deed of mortgage of 320,000 acres of land in Gen. Gunn's purchase in Georgia, dated Nov. 24, 1795. Executed in presence of Samuel Cooper and James Lloyd, jr.

E. H Derby's notes to J. Greenleaf, dated Nov. 24, 1795:

Due January 1,	1798	- - - -	$9,600
Do.	1799	- - - -	9,600
Do.	1800	- - - -	9,600
Do.	1801	- - - -	6,400
Do.	1802	- - - -	6,400
			$41,600 00

The following secured by William and Catharine Schollay's deed, mortgage of 160,000 acres of land, in Gen. Gunn's purchase in Georgia, dated Nov. 24, 1795. Executed in presence of Josiah Waters and Thomas Cushing.

William Schollay's notes to James Greenleaf, dated Nov. 24, 1795:

Due January	1798	- - - -	$4,800
Do.	1799	- - - -	4,800
Do.	1800	- - - -	4,800
Do.	1801	- - - -	3,200
Do.	1802	- - - -	3,200
			$20,800 00

The following secured by Henry and Deborah Newman's deed of mortgage of 320,000 acres of land in Gen. Gunn's purchase in Georgia, dated November 24, 1795. Executed in presence of Samuel Cooper and William McCleary.

Henry Newman's notes to James Greenleaf, dated 24th Nov., 1795:

Due January 1,	1798	- - - -	$9,600
Do.	1799	- - - -	9,600

Due January 1,	1800	- - - -	9,600
Do.	1801	- - - -	6,400
Do.	1802	- - - -	6,400
			$41,600 00

The following secured by William and Martha Shattack's deed of mortgage of 80,000 acres of land in Gen. Gunn's purchase in Georgia, dated November 24, 1795. Executed in presence of Susan Binny and Lydia Sawyer.

William Shattack's notes to James Greenleaf, dated Nov. 24, 1795:

Due January 1,	1798	- - - -	$2,400
Do.	1799	- - - -	2,400
Do.	1800	- - - -	2,400
Do.	1801	- - - -	1,600
Do.	1802	- - - -	1,600
			$10,400 00

The following secured by John Peck's deed of mortgage of 320,000 acres of land in Gen. Gunn's purchase in Georgia, dated November 24, 1795. Executed in presence of Samuel Cooper and William McCleary.

John Peck's note to James Greenleaf, dated November 24, 1795:

Due January 1,	1798	- - - -	$9,600
Do.	1799	- - - -	9,600
Do.	1800	- - - -	9,600
Do.	1801	- - - -	6,400
Do.	1802	- - - -	6,400
			$41,600 00

The following secured by Seth Westmon's deed of mortgage of 160,000 acres of land in Gen. Gunn's purchase in Georgia, dated November 24, 1795. Executed in presence of Gardner S. Chandler and Samuel Cooper.

Seth Westmon's notes to James Greenleaf, dated Nov. 24, 1795:

Due January 1,	1798	- - - -	$4,800
Do.	1799	- - - -	4,800
Do.	1800	- - - -	4,800
Do.	1801	- - - -	3,200
Do.	1802	- - - -	3,200
			$20,800 00

The following secured by Benjamin Haskill's deed of mortgage of 1,200,000 acres of land in Gen. Gunn's purchase in Georgia, dated Nov. 30, 1795. Executed and acknowledged in presence of Ezekiel Price, justice of the peace.

Benjamin Haskill's notes to James Greenleaf, dated Nov. 17, 1795:

Due January 1,	1798	- - - -	$51,200
Do.	1799	- - - -	51,200
Do.	1800	- - - -	51,200
Do.	1801	- - - -	51,200
Do.	1802	- - - -	51,200
			$256,000 00

338.

The following secured by Zachariah Cox and Matthew Mahers, thirty deeds of land in Tennessee of 10,000 acres each, dated March 21, 1796. Executed in presence of John Helary Baker and George A. Baker.

Zachariah Cox's bond to James Greenleaf, dated March 25, 1796:
Due May 12, 1798 - - - - - $175,000 00

I, Joseph Reed, Esquire, Prothonotary of the Supreme Court of the Eastern District of the Commonwealth of Pennsylvania, hereby certify, that at a Supreme Court held at Philadelphia, for the State of Pennsylvania, the seventeenth day of March, in the year of our Lord one thousand seven hundred and ninety-eight, before the Hon. Thomas McKean, Esq., Doctor of Laws, Chief Justice, and his associate Justices of the Supreme Court aforesaid, the foregoing petition of James Greenleaf, Esquire, was exhibited; and the court thereupon appointed the thirteenth day of March, instant, for a hearing of the said James Greenleaf and his creditors, and ordered the said James Greenleaf to give ten days' notice to his creditors aforesaid, to appear at the said court, to be held as aforesaid, on the said thirtieth day of March, to show cause why the said James Greenleaf should not be discharged from the confinement of his person for the debts due to them respectively. And afterwards, to wit, at a Supreme Court held at Philadelphia, on the said thirteenth day of March, came the said James Greenleaf, under the custody of Jonathan Penrose, Esquire, high sheriff of the county of Philadelphia, and the following affidavit having been endorsed on the said petition, and the notice therein referred to being shown to the court, to wit:

Creditor's Names.

1. John Ashley
2. Samuel Allen
3. Chamless Allen
4. John Aitkins
5. John Atkinson
   (E. Titghman, Attorney.)
6. Joshua B. Bond
7. Phineas Bond
8. George A. Baker
9. Peter Blight
10. Edward Burd
11. Clement Biddle
12. Joseph Ball
13. Stuart Brown
    (Todd, Attorney.)
14. James Brown
15. James Brown
16. Brown and Francis
    John Brown
    John Brown, surviving partner of J. Francis
    (Thomas, Attorney.)
17. Baker and Comegys
    Jacob Baker
18. Bank of Pennsylvania
19. George Bringhurst
20. John Britton
21. John Crean
22. Henry Drinker
23. Henry Drinker, jr.
24. Abraham Dubois
25. John Duffield
26. James S. Ewing
27. Samuel Emlin, jr.
    (Hallowell, Attorney.)
    John Hallowell
    Alexander McDowell
    (Hallowell, Attorney.)
28. Standish Ford
    Reed and Ford
29. Edward Fox
30. Mary Fisher, ex'trx of Joseph Fisher, deceased.
31. Alexander Fullerton
32. Franklin, Robinson, & Co.
    Samuel Franklin
    William Robinson
    Abraham Robinson
33. James Gunn
    (Rawle, Attorney.)
34. Harrison and Sterett
35. Hartshorne, Large & Co.

Due January 1,	1800	- - - -	9,600
Do.	1801	- - - -	6,400
Do.	1802	- - - -	6,400
			$41,600 00

The following secured by William and Martha Shattack's deed of mortgage of 80,000 acres of land in Gen. Gunn's purchase in Georgia, dated November 24, 1795. Executed in presence of Susan Binny and Lydia Sawyer.

William Shattack's notes to James Greenleaf, dated Nov. 24, 1795:

Due January 1,	1798	- - - -	$2,400
Do.	1799	- - - -	2,400
Do.	1800	- - - -	2,400
Do.	1801	- - - -	1,600
Do.	1802	- - - -	1,600
			$10,400 00

The following secured by John Peck's deed of mortgage of 320,000 acres of land in Gen. Gunn's purchase in Georgia, dated November 24, 1795. Executed in presence of Samuel Cooper and William McCleary.

John Peck's note to James Greenleaf, dated November 24, 1795:

Due January 1,	1798	- - - -	$9,600
Do.	1799	- - - -	9,600
Do.	1800	- - - -	9,600
Do.	1801	- - - -	6,400
Do.	1802	- - - -	6,400
			$41,600 00

The following secured by Seth Westmon's deed of mortgage of 160,000 acres of land in Gen. Gunn's purchase in Georgia, dated November 24, 1795. Executed in presence of Gardner S. Chandler and Samuel Cooper.

Seth Westmon's notes to James Greenleaf, dated Nov. 24, 1795:

Due January 1,	1798	- - - -	$4,800
Do.	1799	- - - -	4,800
Do.	1800	- - - -	4,800
Do.	1801	- - - -	3,200
Do.	1802	- - - -	3,200
			$20,800 00

The following secured by Benjamin Haskill's deed of mortgage of 1,200,000 acres of land in Gen. Gunn's purchase in Georgia, dated Nov. 30, 1795. Executed and acknowledged in presence of Ezekiel Price, justice of the peace.

Benjamin Haskill's notes to James Greenleaf, dated Nov. 17, 1795:

Due January 1,	1798	- - - -	$51,200
Do.	1799	- - - -	51,200
Do.	1800	- - - -	51,200
Do.	1801	- - - -	51,200
Do.	1802	- - - -	51,200
			$256,000 00

The following secured by Zachariah Cox and Matthew Mahers, thirty deeds of land in Tennessee of 10,000 acres each, dated March 21, 1796. Executed in presence of John Helary Baker and George A. Baker.

Zachariah Cox's bond to James Greenleaf, dated March 25, 1796:
Due May 12, 1798 - - - - - $175,000 00

I, Joseph Reed, Esquire, Prothonotary of the Supreme Court of the Eastern District of the Commonwealth of Pennsylvania, hereby certify, that at a Supreme Court held at Philadelphia, for the State of Pennsylvania, the seventeenth day of March, in the year of our Lord one thousand seven hundred and ninety-eight, before the Hon. Thomas McKean, Esq., Doctor of Laws, Chief Justice, and his associate Justices of the Supreme Court aforesaid, the foregoing petition of James Greenleaf, Esquire, was exhibited; and the court thereupon appointed the thirteenth day of March, instant, for a hearing of the said James Greenleaf and his creditors, and ordered the said James Greenleaf to give ten days' notice to his creditors aforesaid, to appear at the said court, to be held as aforesaid, on the said thirtieth day of March, to show cause why the said James Greenleaf should not be discharged from the confinement of his person for the debts due to them respectively. And afterwards, to wit, at a Supreme Court held at Philadelphia, on the said thirteenth day of March, came the said James Greenleaf, under the custody of Jonathan Penrose, Esquire, high sheriff of the county of Philadelphia, and the following affidavit having been endorsed on the said petition, and the notice therein referred to being shown to the court, to wit:

Creditor's Names.

1. John Ashley
2. Samuel Allen
3. Chamless Allen
4. John Aitkins
5. John Atkinson
   (E. Titghman, Attorney.)
6. Joshua B. Bond
7. Phineas Bond
8. George A. Baker
9. Peter Blight
10. Edward Burd
11. Clement Biddle
12. Joseph Ball
13. Stuart Brown
    (Todd, Attorney.)
14. James Brown
15. James Brown
16. Brown and Francis
    John Brown
    John Brown, surviving partner of J. Francis
    (Thomas, Attorney.)
17. Baker and Comegys
    Jacob Baker
18. Bank of Pennsylvania
19. George Bringhurst
20. John Britton
21. John Crean
22. Henry Drinker
23. Henry Drinker, jr.
24. Abraham Dubois
25. John Duffield
26. James S. Ewing
27. Samuel Emlin, jr.
    (Hallowell, Attorney.)
    John Hallowell
    Alexander McDowell
    (Hallowell, Attorney.)
28. Standish Ford
    Reed and Ford
29. Edward Fox
30. Mary Fisher, ex'trx of Joseph Fisher, deceased.
31. Alexander Fullerton
32. Franklin, Robinson, & Co.
    Samuel Franklin
    William Robinson
    Abraham Robinson
33. James Gunn
    (Rawle, Attorney.)
34. Harrison and Sterett
35. Hartshorne, Large & Co.

36. Mahlon Hutchinson
37. Elisha B. Hopkins
38. Thomas and John Ritland
39. William Knox & Co.
William Knox
James Crawford
40. Daniel Ludlow
(Ingersoll, Attorney.)
41. James Lyle
42. Stephen Lowry
(Sergeant, Attorney.)
43. Mordecai Lewis
44. Martha Levy
45. Sawman and West
George Sawman
Benjamin West
(Kepple, Attorney.)
46. Thomas McEwen
Thomas McEwen & Co.
Matthias Maher
(J. McEwen, Attorney.)
47. Matthias Maher
(Heatley, Attorney.)
48. John Miller, jr.
49. William Montgomery
50. Matthew McAllister
Gulian McEvens
Vander Gronden
(Dallas, Attorney.)
51. Henry Manly
52. James J. Mazurie
James Donath & Co.
53. James McCrea
54. Robert Morris
55. Hayman Marks
56. John Nicholson
57. Oder and Bousquet, Broths
58. John Olden
59. Henry Philips
60. Henry Pratt
61. John Ross
62. Samuel Richards
63. David Rees
64. George Simpson
65. James Simmons
66. Robert Smith & Co.
Robert Smith
67. Jesse Sharpless
68. John Sparhawke
69. John Stone
(Ewing, Attorney.)
70. John Vaughan
71. Abraham Vanburen
72. Francis and John West
73. Josh. Watson
(Reed, Attorney.)
74. William Wiston
75. Willings and Francis
Thomas Willing
Thomas M. Willing
Thomas W. Francis
76. Samuel Witherill and Sons
Samuel Witherill
Samuel Witherill, jr.
Mordecia Witherill
77. Simon Walker
Alexander Walker
William Walker
78. Charles Wilkes, (Rawle, Att'y.)
79. James Yard
80. Maker, Cochran & Co.
Samuel Maker
William Cochran
81. Benjamin West
(Maylan, Attorney.)
82. Thomas G. Pollard
83. Armand Primord
84. Walter Seims
85. Francis Ingraham
86. William Deakins, jr.
87. George French
88. William Bayley
89. Notley Young
90. Henry W. Pearce
91. Daniel Greenleaf
92. Thomas Dawes, jr.
93. Patrick Jeffrey
94. Joseph Russell, jr.
95. John Coffin Jones
96. Daniel Crommelin and Sons.

Living out of the State.

Before me, John Jennings, Esquire, one of the Aldermen of the City of Philadelphia, personally came John R. Stam, who, being duly sworn, doth depose and say, that all the creditors of James Greenleaf mentioned in the above list, and numbered from 1 to 81 inclusive, have been duly served by him, the deponent, with notices agreeably to the form hereunto annexed.

JOHN R. STAM.

Sworn and subscribed before me, the 28th day of March, 1798.

JOHN JENNINGS, *Alderman.*

339.

Before me, John Jennings, Esquire, one of the Aldermen of the City of Philadelphia, personally came Daniel Bell, who, being duly sworn, doth depose and say, that all the creditors mentioned in the annexed list and numbered from 82 to 85 inclusive, have been duly served by him, the deponent, with notices agreeably to the form hereunto annexed.

DANIEL BELL.

Sworn and subscribed before me, the 28th day of March, 1798.

JOHN JENNINGS, *Alderman.*

Before me, John Jennings, Esquire, one of the Aldermen of the City of Philadelphia, personally appeared Thomas Smyth, who, being duly sworn, doth depose and say, that he assisted John R. Stam in serving notices on all the creditors of James Greenleaf, mentioned in the annexed list, and numbered from 1 to 81 inclusive.

THOMAS SMYTH.

Sworn and subscribed before me, the thirtieth day of March, 1798.

JOHN JENNINGS, *Alderman.*

PHILADELPHIA, DEBTORS' APARTMENT,

March 19, 1798.

Take notice that I have applied to the Judges of the Supreme Court for the benefit of the insolvent act, and they have appointed Friday, the thirtieth instant, at 10 o'clock A. M., to hear me and my creditors, at such place in the city where the court shall be held, where you may attend.

JAMES GREENLEAF.

And proclamation being made according to law, and the said James Greenleaf having taken the oath prescribed by law to be taken by insolvent debtors applying for relief, provided thereby for them, and having duly executed an assignment of his estate to Robert Smith, Mordecai Lewis and James Yard, of the City of Philadelphia, merchants, three of his creditors, for the benefit of his creditors, agreeably to the order of the said court, in the following terms, to wit: To all whom these presents shall come, James Greenleaf, the petitioner above named, sends, greeting: Know ye, that the said James Greenleaf, by virtue and in pursuance of the act of Assembly for the relief of insolvent debtors, and in consideration of the sum of one dollar, by Robert Smith, Mordecai Lewis and James Yard, of the City of Philadelphia, merchants, to him in hand paid, (the receipt whereof is hereby acknowledged,) hath granted, bargained, sold, assigned, transferred and set over, and by these presents doth grant, bargain, sell, assign, transfer and set over, all his estate, real and personal, whatsover and wheresoever, unto the said Robert Smith, Mordecai Lewis and James Yard, their heirs and assigns, to have, hold, take, recover and receive every part and parcel thereof unto them, the said Robert Smith, Mordecai Lewis and James Yard, their heirs and assigns, for ever, in trust for the general benefit of the creditors of the said James Greenleaf, in conformity to the said acts of Assembly. In witness whereof the said James Greenleaf has hereunto set his hand and seal, this thirty-first day of March, in the year 1798.

JAMES GREENLEAF, [L. S.]

Sealed and delivered in presence of
WILLIAM TILGHMAN,
A. J. DALLAS.

And no person appearing to show cause to the contrary, the said James Greenleaf is discharged from imprisonment of his person on account of the debt due to such of his creditors on whom the notices were served as aforesaid. Afterwards, at a Supreme Court held at Philadelphia, for the State aforesaid, the first Monday in March, in the year of our Lord one thousand eight hundred, before the Hon. Edward Shippen, Esquire, Doctor of Laws, Chief Justice, and his Associate Justices of the said court, on motion of Mr. Rawle, in behalf of the creditors of James Greenleaf, stating that Mordecai Lewis, one of the assignees of the said James Greenleaf heretofore appointed by the court aforesaid, is deceased, and that Robert Smith and James Yard, the other assignees of the said James Greenleaf, have declined acting as trustees of the said estate, praying the court to appoint other persons to be assignees of the said estate, and the said James Greenleaf appearing in open court, and proof being made of said facts, and no person showing cause to the contrary, the court appointed Thomas M. Willing and Joseph S. Lewis, trustees of the said estate, in room of the said Mordecai Lewis, Robert Smith and Joseph Yard, and order the said Robert Smith and James Yard, surviving assignees as aforesaid, to assign over the debts and effects of the said James Greenleaf to the said Thomas M. Willing and Joseph S. Lewis, in trust for the benefit of his creditors, agreeably to the act of Assembly in such case made and provided. Afterwards, at a Supreme Court held at Philadelphia, for the State of Pennsylvania, the twelfth day of March, in the year of our Lord one thousand eight hundred and four, before the Hon. Edward Shippen, Esq., Doctor of Laws, Chief Justice, and his Associate Justices of said court, came Thomas M. Willing and Joseph S. Lewis, having by writing declined acting as trustees of the estate and effects of said James Greenleaf, and no assignment having been made or executed to them by the said Robert Smith and James Yard of the estate and effects of the said James Greenleaf, the court, with their approbation, vacate the appointment aforesaid, and appoint John Miller, jr., sole assignee of the estate and effects of the said James Greenleaf, in trust for the benefit of his creditors, and order that Robert Smith and James Yard, surviving assignees as aforesaid, assign over to the said John Miller, jr. and his heirs, the said estate and effects of the said James Greenleaf, in trust for the benefit of his creditors, in as full and ample manner as they had been invested therewith, which assignment was accordingly executed by them and filed in the office of the Prothonotary of the said court, the tenor whereof is in the following terms, to wit:

Know all men by these presents, that we, Robert Smith and James Yard, of the City of Philadelphia, merchants, who survived Mordecai Lewis, assignees of James Greenleaf, under the act of Assembly for the relief of insolvent debtors, in pursuance of the directions of the within rule of the Supreme Court of Pennsylvania, and in consideration of the sum of one dollar to us in hand paid, by John Miller, jr., of the City of Philadelphia, merchant, have granted, bargained, sold, transferred, assigned and set over, and by these presents do grant, bargain, sell, assign, transfer and set over unto all the estate, real and personal, of James Greenleaf, which was granted, sold, assigned, transferred and set over unto us and Mordecai Lewis, by deed, *poll of which*, copy of which is on the other side hereof, unto the said John Miller, jr., his heirs and assigns. To have and to hold, take, recover and receive every part and parcel thereof, unto him, the said John

340.

Miller, jr., his heirs and assigns, for ever, in trust for the general benefit of the creditors of the said James Greenleaf, in conformity to the said acts of Assembly and rule of Court. In witness whereof, we have hereunto set our hands and seals, this sixteenth day of March, in the year of our Lord one thousand eight hundred and four.

ROBERT SMITH, [L. S.]
JAMES YARD, [L. S.]

Sealed and delivered in presence of
THOMAS WRIGHT, SEN.,
JOHN B. OTTS.

In witness whereof, I have hereunto set my hand, and affixed the seal of the said Supreme Court, at Philadelphia, this thirteenth day of August, in the year of our Lord MDCCCVI.

JOS. REED, *Prothonotary*, [L. S.]

Agreement of Counsel.

JOHN DOE, lessee of JAMES GREENLEAF, and others. } *Ejectment for lot* 17, *in sq.* 75.

It is agreed by the parties, that the Clerk, in making out the transcript of the record upon the writ of error, may omit from the proceedings under the insolvent act of Maryland, in the case of James Greenleaf, all the proceedings except the petition, the schedule and note appended thereto, the orders of the Chancellor, the appointment of the trustee, his bond and certificate, the deed from Greenleaf to the trustee, and the certificate of discharge by the Chancellor; but if either party shall wish to use any other part of the proceedings upon the argument in the Supreme Court, he may use a certified copy of the whole proceedings in that case.

The above agreement shall also apply to the proceedings in Pennsylvania, under the insolvent laws of that State, in the case of the said Greenleaf, in the year 1798.

W. REDIN, *for defendants.*
Dec. 15, 1829. W. JONES.

Note by the Clerk.—Mr. Greenleaf has since directed that the whole of the record under the insolvent law of Pennsylvania, should be copied into this record.

DISTRICT OF COLUMBIA, to wit:

I, Edmund I. Lee, Clerk of the United States' circuit court of the District of Columbia, for the county of Alexandria, do hereby certify, that the foregoing is a true transcript of the record of the proceedings in a certain suit lately depending in the said court, in which James Greenleaf's lessee was plaintiff, and James Birth was defendant, and all things touching the same, as fully as they now exist among the records of my office.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said court, this 15th day of July, 1830.

EDM. J. LEE, *C. C.*